

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
Preferred Meal Systems, Inc.		09/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe St
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86027711	PREFERRED MEALS
Serial Number:	86027728	PREFERRED MEALS
Serial Number:	86027733	PREFERREDMEALS
Serial Number:	86027719	PREFERRED MEALS, SMARTER SOLUTIONS
Serial Number:	86027755	PREFERREDMEALS SMARTER SOLUTIONS
Serial Number:	86027741	PREFERRED MEALS SMARTER SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312.577.8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten
 Address Line 1: 525 W Monroe St
 Address Line 4: Chicago, ILLINOIS 60661

CH \$165.00 86027711

ATTORNEY DOCKET NUMBER:	207170-182
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	09/11/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 4, 2013, is between Preferred Meal Systems, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement dated as of April 21, 2005 (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and as administrative agent for the lenders referred to therein ("Lenders"), and the other "Debtors" (in addition to Debtor) parties thereto, pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein (and in the preceding recitals and preamble) are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, to the extent the same constitutes Collateral under the Security Agreement:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: George A. Chivari
Name: George A. Chivari
Title: President & CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: 
Name: Amy L. Krebs
Title: Duly Authorized Signatory

Schedule 1

U.S. TRADEMARKS

None.

U.S. TRADEMARK APPLICATIONS

Mark	Country	App. No.	App. Date
PREFERRED MEALS	US	86027711	08/02/13
PREFERRED MEALS & Orange (Vertical) Design	US	86027728	08/02/13
PREFERRED MEALS & Orange (Horizontal) Design	US	86027733	08/02/13
PREFERRED MEALS, SMARTER SOLUTIONS	US	86027719	08/02/13
PREFERRED MEALS, SMARTER SOLUTIONS & Orange (Vertical) Design	US	86027755	08/02/13
PREFERRED MEALS, SMARTER SOLUTIONS & Orange (Horizontal) Design	US	86027741	08/02/13

TRADEMARK LICENSES

None.