

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
Food Automation-Service Techniques, Inc.		10/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	People's United Bank
Street Address:	265 Church Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	a federally-chartered savings bank: CONNECTICUT

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85742180	FAST
Registration Number:	3030411	(FAST.EDIT)
Registration Number:	1061559	(FAST.)
Registration Number:	1810656	(FASTFILTER.)
Registration Number:	0949305	(FASTIMER.)
Registration Number:	1044042	(FASTIMER.)
Registration Number:	0922783	(FASTRON.)

CORRESPONDENCE DATA

Fax Number: 2035752600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (203) 575-2629
 Email: lfreed@carmodylaw.com
 Correspondent Name: Arthur G. Schaier
 Address Line 1: 50 Leavenworth Street

CH \$190.00 85742180

Address Line 2: P.O. Box 1110
Address Line 4: Waterbury, CONNECTICUT 06721-1110

ATTORNEY DOCKET NUMBER:	19273-411
NAME OF SUBMITTER:	Linda M. Freed
Signature:	/Linda M. Freed/
Date:	10/03/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated October 1, 2013, by and between FOOD AUTOMATION-SERVICE TECHNIQUES, INC., a Delaware corporation having its principal place of business at 905 Honeyspot Road, Stratford, Connecticut 06615-7147 ("Debtor"), and PEOPLE'S UNITED BANK, a federally-chartered savings bank having a banking office at 265 Church Street, New Haven, Connecticut 06510 ("Secured Party").

Debtor and Secured Party agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Asset Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement (defined below).

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Loan and Security Agreement" means the Loan and Security Agreement of even date herewith, by and between Debtor, (FAST.) International, Inc., and SCK Direct, Inc., and the guarantees of KI Trading, Incorporated (the "Guarantor") and Secured Party.

"Obligations" means the payment and performance of all of Debtor's "Obligations", as that term is defined, under the Loan and Security Agreement, including without limitation, Debtor's obligations under the Interest Rate Swap Agreement (as defined in such Loan and Security Agreement).

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a lien upon, all of Debtor's right, title and interest in, to and under the following property, in

each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of such properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of such properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Continuing Security Interest. This Agreement shall create a continuing security interest and lien in the Collateral which shall remain in effect until terminated in accordance with Section 8.

SECTION 3. Supplement to Asset Purchase Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan and Security Agreement and other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted in the Agreement are without prejudice to, and are in addition to all other rights and remedies of Secured Party set forth in the Loan and Security Agreement and Loan Documents.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement.

The provisions of this Agreement shall automatically apply to any new trademarks obtained by Debtor. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the

remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. This Agreement may not be modified, amended or waived except by the written agreement of the parties.

SECTION 10. Termination.


Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 11. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

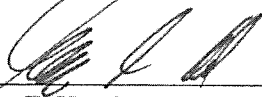
IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



**FOOD AUTOMATION-SERVICE
TECHNIQUES, INC.**




By: 
George F. Koether
Its President




PEOPLE'S UNITED BANK



By: 
Jeffery J. Paz
Its Senior Vice President

STATE OF Connecticut)
) SS: New Haven October 1, 2013
COUNTY OF New Haven)

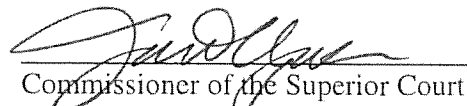
Personally appeared George F. Koether, the President of FOOD AUTOMATION-SERVICE TECHNIQUES, INC., a Delaware corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before me.



Commissioner of the Superior Court
Notary Public
My Commission expires:

STATE OF Connecticut)
) SS: New Haven October 1, 2013
COUNTY OF New Haven)

Personally appeared Jeffery L. Paz, the Senior Vice President of PEOPLE'S UNITED BANK, a federally-chartered savings bank, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said bank, before me.



Commissioner of the Superior Court
Notary Public
My Commission expires:

SCHEDULE A

The following is a list of trademark registrations. For purposes of this Agreement and without specifically reciting each filing, all applicable foreign equivalents of such trademark registrations and pending trademark applications listed below shall be deemed included in this list:

Mark	Serial No./ Registration No.	Goods/Services
FAST	Ser. No. 85/742180	CLASS 9: Temperature Controls, namely, temperature controllers for controlling machinery; Pressure Controls, namely, electronic controllers for regulating pressure in appliances; Humidity Controls, namely, electronic controllers for regulating humidity in appliances; Time Controls, namely, timers; Liquid Level Electronic Controls, namely, electronic level switches; Electronic Process Controls, namely, microprocessor based controls for controlling Temperature, Pressure, Humidity, and Other Conditions; Electronic timers for foodservice application; Electronic Controls for Controlling Temperature, namely, temperature controllers for machinery; Electronic Controls for Controlling Time, namely, timers; Electronic Controls for Controlling Liquid Filling Devices; Electronic Controls for Commercial Cooking Equipment; Electronic Control Systems for Cooking Appliances. CLASS 42: Design engineering services featuring custom design of electronic control systems for commercial cooking equipment; Design engineering services featuring custom design of electronic control systems, namely, programmable microprocessor controllers for a variety of commercial and industrial applications
(FAST.EDIT) Stylized	Reg. No. 3,030,411	CLASS 9: Software for operating and managing computerized cooking, baking, preparation and holding appliances; software enabling users over a network to download, and modify cooking parameters for computerized cooking, baking, preparation and holding appliances.
(FAST.) Stylized	Reg. No. 1,061,559	CLASS 9: Electrical food cooking computers, electrical cooking temperature probes, and electrical food warming displays.
(FASTFILTER.) Stylized	Reg. No. 1,810,656	CLASS 11: Filtering units for filtering cooking oils used in deep fat fryers.
(FASTIMER.) Stylized	Reg. No. 0,949,305	CLASS 26: Timers for food warmers.
(FASTIMMER.) Stylized	Reg. No. 1,044,042	CLASS 26: Food cooking timers.
(FASTRON.) Stylized	Reg. No. 0,922,783	CLASS 9: Cooking computers.