

05/02/2014



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/12)

103667422

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Hot 'N Spicely, Inc.

- Individual(s)
- Partnership
- Corporation- State: Ohio
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 3, 2014

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Huntington National Bank

Street Address: 2361 Morse Road

City: Columbus

State: OH

Country: United States of America Zip: 43229

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Ohio
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s) \_\_\_\_\_ Text \_\_\_\_\_

Serial Number: 73662154  
Serial Number: 73694683

B. Trademark Registration No. (s)

Registration Number: 1544640  
Registration Number: 1545488

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Schmidt's Bahama Mama  
Bahama Mama

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Donna L. Fasnacht, The Huntington National Bank

Internal Address: NC1W37

Street Address: 2361 Morse Road

City: Columbus

State: Ohio Zip: 43229

Phone Number: 614-480-1832

Docket Number: \_\_\_\_\_

Email Address: donna.fasnacht@huntington.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

05/05/2014 HTON11 00000007 1544640  
 Deposit Account Number N/A 40.00 OP  
 02 FC-8522 25.00 OP  
 Authorized User Name N/A 15.00 OP  
 05 FC-7998

**9. Signature:**

Donna L. Fasnacht  
Signature

April 29 2014  
Date

Donna L. Fasnacht

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005273 FRAME: 0440

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 3, 2014, is executed by Hot 'N Spicey, Inc., an Ohio corporation ("*Grantor*") in favor of The Huntington National Bank ("*Lender*").

### WITNESSETH:

WHEREAS, pursuant to certain loan documents, include a loan agreement and promissory note, dated as of March 3, 2014 (as amended, modified or supplemented from time to time, the "*Loan Documents*") between Grantor and Lender, Lender has agreed to make an extension of credit to Grantor upon the terms and subject to the conditions set forth therein (the "*Loan*"); and

WHEREAS, Grantor is party to a Commercial Security Agreement of even date herewith in favor of Lender (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to make the extension of credit to Grantor under the Loan Documents, Grantor hereby agrees with Lender as follows:

#### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Loan Documents or in the Security Agreement and used herein have the meaning given to them in the Loan Documents or the Security Agreement.

#### ***Section 2. Grant of Security Interest in Trademark Collateral***

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Loan, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

- (a) all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

#### ***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

HOT 'N SPICEY, INC., an Ohio corporation

By: *Lisa Marie Jackson*  
Name: Lisa Marie Jackson  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: *Foster Nye*  
Name: Foster Nye  
Title: Vice President

STATE OF OHIO,  
COUNTY OF FRANKLIN,

The foregoing instrument was acknowledged before me on the 3 day of March 2014, by Lisa Marie Jackson, the Chief Executive Officer of Hot 'N Spicy, Inc., an Ohio corporation, on behalf of said corporation.

*Beth A Sommer*  
Notary Public  
My Commission Expires: 5.19.17



BETH A. SOMMER  
Notary Public, State of Ohio  
My Comm. Expires May 19, 2017  
Recorded in Franklin County

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

A. REGISTERED TRADEMARKS

Reg. No. 1,544,640      June 20, 1989    "SCHMIDT'S BAHAMA MAMA"

Reg. No. 1,545,488      June 27, 1989    "BAHAMA MAMA"

B. TRADEMARK LICENSES

Trademark License Agreement dated December 11, 1986, between The J. Fred Schmidt Packing Company, as Licensor, and RIMCO, Inc., as Licensee, which was assigned to The Ohio Packing Company, as Licensor, by agreement dated November 6, 1997, and which was further assigned to Grantor, as Licensor, by agreement dated March 3, 2014.