

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Endres Processing, LLC		05/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reconserve of Ohio, Inc.		
<b>Street Address:</b>	2811 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 410		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90403		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2441488	TAST-E BAIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com, matthewsk@gtlaw.com, levinsteinm@gtlaw.com, maierse@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	049848.016900		
<b>NAME OF SUBMITTER:</b>	Matthew J. Levinstein/		
<b>SIGNATURE:</b>	/Matthew J. Levinstein/		
<b>DATE SIGNED:</b>	05/27/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of May 21, 2014, by and between **ENDRES PROCESSING, LLC**, ("Assignor"), a Delaware limited liability company, and **RECONSERVE OF OHIO, INC.**, ("Assignee"), an Ohio corporation.

WHEREAS, pursuant to that certain Pledge and Security Agreement dated December 13, 2012, and that certain *Nunc Pro Tunc* Trademark Security Agreement dated December 13, 2012 (together, the "Security Agreements"), Assignor previously granted to JPMorgan Chase Bank, National Association, as administrative agent (the "Administrative Agent"), a security interest in and to the trademark identified on attached Exhibit A (the "Trademark").

WHEREAS, Assignor has agreed to sell and assign to Assignee, its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademark identified on attached Exhibit A (the "Trademark"), subject to the terms of the Security Agreements.

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademark, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademark, subject to the terms of the Security Agreements.

Together with Assignor's worldwide right, title and interest in and to the Trademark, as well as the goodwill of the business associated with said Trademark being assigned to Assignee, are the rights to police, monitor and enforce said Trademark against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademark.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances, except those granted pursuant to the Security Agreements. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor and Assignee agree to perform all affirmative acts which are in Administrative Agent's sole discretion necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate in obtaining and/or providing information required in any proceedings relating to the Trademark, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark

registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the Administrative Agent the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

Assignee hereby agrees to assume Assignor's obligations under the Security Agreements relative to the Trademark.

[remainder of page intentionally left blank]

In WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

ENDRES PROCESSING, LLC (Assignor)

By:   
Name:   
Title: 

In WITNESS WHEREOF, Assignee has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

RECONSERVE OF OHIO, INC. (Assignee)

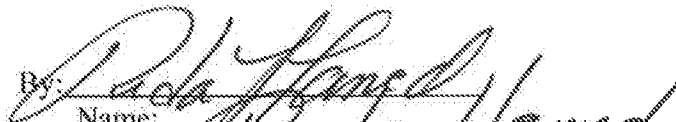
By:   
Name: Nadia Hamed  
Title: EVP

EXHIBIT A

TRADEMARK

<b>Owner of Record</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
Endres Processing, LLC	TAST-E BAIT	USA	2,441,488	4/03/2001

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