

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOURMET EXPRESS, LLC		06/10/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2977534	HEALTHY SINGLES BY GOURMET CUISINE	
Registration Number:	4360159	GOURMET DINING	
Serial Number:	85657362	GOURMET DINING	
Serial Number:	85947334	TRU EARTH	
Serial Number:	85947381	TRU EARTH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F150262		
NAME OF SUBMITTER:	Lisa A. Cobbett		
SIGNATURE:	/Lisa A. Cobbett/		
DATE SIGNED:	06/12/2014		
Total Attachments: 6			

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AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (the "**Amendment**") is made as of this 10th day of June, 2014, by and between:

GOURMET EXPRESS, LLC, a Texas limited liability company having an address of 600 Greene Drive, Greenville, Kentucky 42345 (the "**Company**"), and

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association having an address of 100 Park Avenue, 3rd Floor, New York, New York 10017.

W I T N E S S E T H:

A. The Company and the Lender are parties to that certain Patent and Trademark Security Agreement dated as of June 22, 2012 (as amended from time to time, the "**Security Agreement**"), pursuant to which the Company pledged, assigned and granted a security interest in favor of the Lender in certain Patents and Trademarks (as defined therein).

B. The Company has acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Lender.

C. The Company and the Lender, among others, have entered into a certain Third Amendment and Consent to Credit and Security Agreement of even date herewith, and it is a condition thereof that the Company execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Company and the Lender hereby agree as follows.

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. **Amendment to Exhibit A.** **Exhibit B** to the Security Agreement is hereby amended by adding thereto, the Trademarks set forth on **Exhibit B** annexed hereto and incorporated herein by reference. The Company hereby ratifies the grant of a Security Interest in and to the Trademarks and Patents as provided for in the Security Agreement.
3. **Miscellaneous:**
 - A. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. The Company hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - B. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
 - C. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"COMPANY"

GOURMET EXPRESS, LLC

By: Bradley K. Jackson
Name: Bradley K. Jackson
Title: COO

"LENDER"

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

[Signature Page to First Amendment to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005301 FRAME: 0428

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"COMPANY"

GOURMET EXPRESS, LLC

By: _____

Name: _____

Title: _____

"LENDER"

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____

Name: SABATO MUTRONE

Title: VICE PRESIDENT

[Signature Page to First Amendment to Patent and Trademark Security Agreement]

STATE OF Kentucky)

COUNTY OF Muhlenberg)

The foregoing instrument was acknowledged before me this 3rd day of June, 2014, by Bradley Jackson, the COO of Gourmet Express, LLC, a Texas limited liability company, on behalf of the company.

LAURA N. BRANDT
Notary Public - State at Large
State of Kentucky
My Commission Expires July 29, 2014

Laura N. Brandt 424924
Notary Public

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 3rd day of June, 2014, by _____, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

STATE OF _____)

COUNTY OF _____)

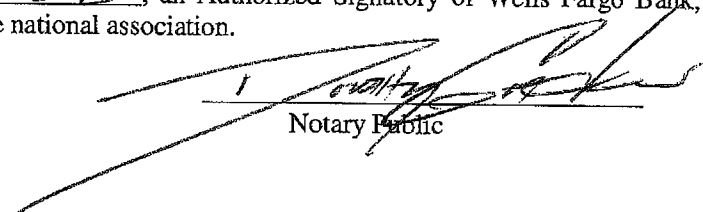
The foregoing instrument was acknowledged before me this _____ day of June, 2014, by _____, the _____ of Gourmet Express, LLC, a Texas limited liability company, on behalf of the company.

Notary Public

STATE OF New York)

COUNTY OF New York)

The foregoing instrument was acknowledged before me this 10TH day of June, 2014, by SABATO MUTONE, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.



Notary Public

DOROTHY GADSON
Notary Public, State of New York
No. 01GA6170688
Qualified in Bronx County
Commission Expires July 16, 2015

[Notary Page to First Amendment to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005301 FRAME: 0431

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS, AND

COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u> <u>Serial Number</u>	<u>Registration Date</u>
HEALTHY SINGLES BY GOURMET CUISINE	2977534 76530888	7/26/05
GOURMET DINING	4360159 85657362	7/2/13

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>
GOURMET DINING	85657362	6/20/12
TRU EARTH	85947334	5/31/13
TRU EARTH	85947381	5/31/13

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.