

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GUCKENHEIMER SERVICES, LLC		07/10/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2362392	GUCKENHEIMER
Registration Number:	2375511	WE DO A COMMON THING UNCOMMONLY WELL
Registration Number:	2379729	WHATEVER IT TAKES
Registration Number:	2438182	GUCKENHEIMER G
Registration Number:	3010690	G
Registration Number:	3338852	HEALTH, NUTRITION AND THE ENVIRONMENT
Registration Number:	4083322	NOURISHING INSPIRATION
Registration Number:	4084066	G
Registration Number:	4084067	GUCKENHEIMER
Registration Number:	4201893	FOOD TO COME TO WORK FOR
Registration Number:	4267988	THE BLUE GLASS CAFE
Registration Number:	4267989	THE BLUE GLASS CAFE

## CORRESPONDENCE DATA

Fax Number: 3125774688

*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.*

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

TRADEMARK

<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>NAME OF SUBMITTER:</b>	Carole Dobbins
<b>SIGNATURE:</b>	/Carole Dobbins/
<b>DATE SIGNED:</b>	07/10/2014
<b>Total Attachments: 6</b> source=Guckenheimer - Trademark Security Agreement#page1.tif source=Guckenheimer - Trademark Security Agreement#page2.tif source=Guckenheimer - Trademark Security Agreement#page3.tif source=Guckenheimer - Trademark Security Agreement#page4.tif source=Guckenheimer - Trademark Security Agreement#page5.tif source=Guckenheimer - Trademark Security Agreement#page6.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2014, is made by **GUCKENHEIMER SERVICES, LLC**, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 10, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Guckenheimer Services, LLC ("Borrower"), Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Capital, as Revolving Agent for the Lenders and the L/C issuers, and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, Revolver Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**GUCKENHEIMER SERVICES, LLC**

as Grantor

By: 

Name: Randall Boyd

Title: Chief Executive Officer and Chief  
Operating Officer

ACCEPTED AND AGREED  
as of the date first above written:




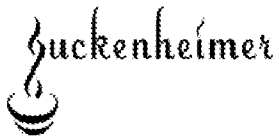
GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent


By:   
Name: Phillip Croff  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARKS	REGISTRATION NO.	REGISTRATION DATE	IMAGE (if design mark)
GUCKENHEIMER	2,362,392	6/27/2000	N/A
WE DO A COMMON THING UNCOMMONLY WELL	2,375,511	8/8/2000	N/A
WHATEVER IT TAKES	2,379,729	8/22/2000	N/A
GUCKENHEIMER G	2,438,182	3/27/2001	
G	3,010,690	11/1/2005	
HEALTH, NUTRITION AND THE ENVIRONMENT	3,338,852	11/20/2007	N/A
Nourishing Inspiration	4,083,322	1/10/2012	N/A
G	4,084,066	1/10/2012	
GUCKENHEIMER	4,084,067	1/10/2012	
FOOD TO COME TO WORK FOR	4,201,893	9/4/2012	N/A
THE BLUE GLASS CAFE	4,267,988	1/1/2013	N/A

THE BLUE GLASS CAFE	4,267,989	1/1/2013	
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2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None