

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gourmet Express, LLC		08/22/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Genesis Merchant Partners II, LP		
Street Address:	15 Valley Drive		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831-5205		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Genesis Merchant Partners, LP		
Street Address:	15 Valley Drive		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831-5205		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4360159	GOURMET DINING	
Serial Number:	85947334	TRU EARTH	
Serial Number:	85947381	TRU EARTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	cpierce@reedsmith.com, mkliniewski@reedsmith.com, phlipdocketing@reedsmith.com		
Correspondent Name:	Carl H. Pierce		
Address Line 1:	Intellectual Property		
Address Line 2:	PO Box 7990		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		
ATTORNEY DOCKET NUMBER:	505618/60004		TRADEMARK

NAME OF SUBMITTER:	Carl H. Pierce
SIGNATURE:	/Carl H. Pierce/
DATE SIGNED:	07/18/2014
Total Attachments: 7 source=Gourmet_Security_Agreement#page1.tif source=Gourmet_Security_Agreement#page2.tif source=Gourmet_Security_Agreement#page3.tif source=Gourmet_Security_Agreement#page4.tif source=Gourmet_Security_Agreement#page5.tif source=Gourmet_Security_Agreement#page6.tif source=Gourmet_Security_Agreement#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 22, 2013, is made by and between Gourmet Express, LLC, a Texas limited liability company having a business location at the address set forth below next to its signature (the "Company"), and Genesis Merchant Partners, LP ("GMP") and Genesis Merchant Partners II, LP ("GMP II") and together with GMP, "Lender"), each having a business location at the address set forth below next to its signature.

Recitals

A. Company and GMP are parties to a Loan and Security Agreement By and Among GMP, Company, and certain guarantors, dated as of August 22, 2013; and Company and Lender are parties to an Amended and Restated Term Loan and Security Agreement, dated as of June 22, 2012, as amended by Amendment No. 1 to Amended and Restated Term Loan and Security Agreement, dated as of September 28, 2012, as amended by Amendment No. 2 to Amended and Restated Term Loan and Security Agreement, dated as of May 2013, as amended by Amendment No. 3 to Amended and Restated Term Loan and Security Agreement dated as of June 21, 2013, and as amended by Amendment No. 4 to the Amended and Restated Term Loan and Security Agreement, dated as of August 22, 2013 (each a "Loan Agreement" and together, the "Loan Agreements"), setting forth the terms on which Lender agreed to extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lender required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently

existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Lender a lien on and security interest in (the "Security Interest"), with power of sale to the extent permitted by law, the Patents and in the Trademarks to secure payment of all obligations to Lender outstanding at any time under any of the Loan Agreements. As set forth in the Loan Agreements, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Remedies under Loan Agreements. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreements. The Company hereby acknowledges and agrees that, with respect to amounts outstanding at any time under any of the Loan Agreements, (a) the rights and remedies of Lender with respect to the Security Interest made and granted in this Agreement are more fully set forth in such Loan Agreements and (ii) the terms and provisions of such Loan Agreements are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Security Interest shall be released upon the payment and performance in full of all obligations pursuant to the terms of the respective Loan Agreements. Upon the termination of this Agreement, Lender shall, at the expense of the Company, execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Security Interest granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state that govern under the respective Loan Agreements with respect to obligations outstanding at any time under such Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Gourmet Express, LLC
600 Greene Drive
Greenville, KY 42345
Attn: Mr. Mark Suwyn

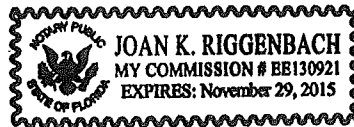
GOURMET EXPRESS, LLC

By: *Mark Suwyn*
Name: Mark Suwyn
Title: Authorized Signatory

STATE OF Florida
COUNTY OF Lee)


The foregoing instrument was acknowledged before me this 10 day of July, 2014, by Mark Suwyn, an authorized signatory of Gourmet Express, LLC, a Texas limited liability company, on behalf of the company.

Joan K. Riggerbach
Notary Public



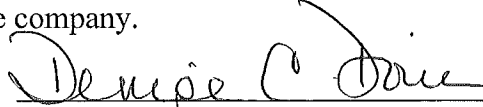
Genesis Merchant Partners II, LP
15 Valley Drive
Greenwich, CT 06831-5205
Attn: Martin Sands / Steven Sands

GENESIS MERCHANT PARTNERS II, LP

By: 
Name: Martin Sands / Steven Sands
Title: Authorized Representatives

STATE OF Connecticut
COUNTY OF Fairfield


The foregoing instrument was acknowledged before me this 18th day of July, 2014, by Martin Sands and Steven Sands, authorized representatives of Genesis Merchant Partners II, LP, a Delaware limited partnership, on behalf of the company.


Notary Public

Denise C. Doria
NOTARY PUBLIC
State of Connecticut
My Commission Expires 12/31/2018

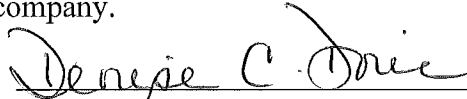
Genesis Merchant Partners, LP
15 Valley Drive
Greenwich, CT 06831-5205
Attn: Martin Sands / Steven Sands

GENESIS MERCHANT PARTNERS, LP

By: 
Name: Martin Sands / Steven Sands
Title: Authorized Representatives

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 12th day of July, 2014, by Martin Sands and Steven Sands, authorized representatives of Genesis Merchant Partners, LP, a Delaware limited partnership, on behalf of the company.


Notary Public

Denise C. Doria
NOTARY PUBLIC
State of Connecticut
My Commission Expires 12/31/2018

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
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None.

UNITED STATES PATENT APPLICATIONS

Title	Patent Number	Issue Date
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None.

FOREIGN ISSUED PATENTS

Title	Patent Number	Issue Date
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None.

FOREIGN PATENT APPLICATIONS

Title	Patent Number	Issue Date
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None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS AND APPLICATIONS

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
85657362	4360159	GOURMET DINING	7/2/2013
85947334	pending	TRU EARTH	
85947381	pending	TRU EARTH	

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.