

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KAHIKI FOODS, INC.		10/15/2014	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank of Pennsylvania		
<b>Street Address:</b>	525 William Penn Place		
<b>Internal Address:</b>	Suite 2910		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	Administrative Agent: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86074365	KAHIKI	
<b>Serial Number:</b>	86074369	REAL ASIAN REAL SIMPLE	
<b>Registration Number:</b>	4586026		
<b>Serial Number:</b>	86051249	KAHIKI STIRFRESH	
<b>Registration Number:</b>	4511579	STIRFRESH	
<b>Registration Number:</b>	4294553	KAHIKI	
<b>Registration Number:</b>	2977081	IT'S ASIAN TONIGHT	
<b>Registration Number:</b>	3191671	KAHIKI	
<b>Registration Number:</b>	3191748	KAHIKI	
<b>Registration Number:</b>	3632370	EASYCRISP	
<b>Registration Number:</b>	3735934	KAHIKI NATURALS	
<b>Registration Number:</b>	3735935	KAHIKI SINCE 1961 RESTAURANT QUALITY NAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4123942555		
<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>	412-394-7767		
<b>Email:</b>	traip@clarkhill.com		
<b>TRADEMARK</b>			

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**Correspondent Name:** Paul D. Bangor, Jr.  
**Address Line 1:** 301 Grant Street, 14th Floor  
**Address Line 2:** One Oxford Centre  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

**ATTORNEY DOCKET NUMBER:** 83506.178491

**NAME OF SUBMITTER:** Paul D. Bangor, Jr.

**SIGNATURE:** /Paul D. Bangor, Jr./

**DATE SIGNED:** 10/16/2014

**Total Attachments: 6**

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**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

WHEREAS, KAHIKI FOODS, INC., an Ohio Limited Liability company the ("Grantor"), has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications (but excluding "intent to use" applications prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among ABARTA, INC., a Pennsylvania corporation (the "Borrower"), the Grantor, the other Guarantors party thereto, the Lenders party thereto and Citizens Bank of Pennsylvania, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Borrower, Grantor and other Guarantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Administrative Agent (for itself and the benefit of the Lenders); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for itself and for the benefit of the Lenders), a mortgage on, pledge of and security interest in, all right, title and interest of the Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Administrative Agent (for itself and for the benefit of the Lenders) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for itself and for the benefit of the Lenders) with respect to the assignment of, mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 525 William Penn Place, Suite 2910, Pittsburgh, Pennsylvania 15219.

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IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest on the 15<sup>th</sup> day of October, 2014, with the intention that it constitute a document under seal.

**GRANTORS:**

KAHIKI FOODS, INC.

ATTEST:

By: William F. Holtz

Name: William F. Holtz

Title: Assistant Treasurer

By: CRH (SEAL)

Name: Charles R. Hanlon


Title: Treasurer

**SCHEDULE A**

**TRADEMARKS**

Mark	Application No. Filing Date	Registration No. Registration Date	Declaration Under Sections 8 & 15 Due Between	Declaration Under Sections 8 & 9 Due (Renewal)	Status/ Comments
<b>Kahiki</b> †	86/074,365 09/25/2013				Official Gazette Publication 08/26/2014
REAL ASIAN REAL SIMPLE	86/074,369 09/25/2013				Statement of Use due 12/17/2014
 †	86/074,371 09/25/2013	4,586,026 08/12/2014	08/12/2019 08/12/2020	08/12/2024	
KAHIKI STIRFRESH	86/051,249 08/29/2013				Statement of Use due 12/17/2014
STIRFRESH	85/714,365 08/28/2012	4,511,579 04/08/2014	04/08/2019 04/08/2020	04/08/2024	Registered
<b>Kahiki</b>	85/515,711 01/13/2012	4,294,553 02/26/2013	02/26/2018 02/26/2023	02/26/2023	Registered
IT'S ASIAN TONIGHT	76/456,414 10/07/2002	2,977,081 07/26/2005	N/A	07/26/2015	Registered

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Mark	Application No. Filing Date	Registration No. Registration Date	Declaration Under Sections 8 & 15 Due Between	Declaration Under Sections 8 & 9 Due (Renewal)	Status/ Comments
KAHIKI	78/667,180 07/11/2005	3,191,671 01/02/2007	N/A	01/02/2017	Registered
<b>Kahiki</b>	78/671,103 07/15/2005	3,191,748 01/02/2007	N/A	01/02/2017	Registered
EASYCRISP	77/346,073 12/06/2007	3,632,370 06/02/2009	06/02/2014 06/02/2015	06/02/2019	Registered
KAHIKI NATURALS	77/627,205 12/05/2008	3,735,934 01/12/2010	01/12/2015 01/12/2016	01/12/2020	Registered
	77/627,208 12/05/2008	3,735,935 01/12/2010	01/12/2015 01/12/2016	01/12/2020	Registered

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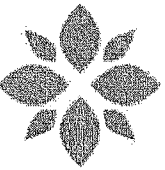
**MEXICO**

Mark	Application No. Filing Date	Registration No. Registration Date	Renewal Due	Status/Comments
KAHIKI	760,010 01/11/2006	967770 12/15/2006	1/11/2016	Registered
KAHIKI (Stylized) <b>Kahiki</b>	760,011 01/11/2006	967439 12/14/2006	1/11/2016	Registered

**CANADA**

Mark	Application No. Filing Date	Registration No. Registration Date	Renewal Due	Status/Comments
KAHIKI	1,285,730 01/11/2006	TMA706264 02/01/2008	02/01/2023	Registered
KAHIKI (Stylized) <b>Kahiki</b>	1,286,016 01/13/2006	TMA734452 02/13/2009	02/13/2024	Registered
<b>Kahiki</b>	1,584,455 07/03/2012			Notice of Allowance 01/17/2014; Declaration of Use and Registration Fee due 07/03/2015
<b>Kahiki</b> <sup>1</sup>	1,665,650 02/27/2014			

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REAL ASIAN REAL SIMPLE	1,665,651 02/27/2014			
	1,665,654 02/27/2014			
KAHIKI STIRFRESH	1,665,655 02/27/2014			

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