

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Transfer Statement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FCC, LLC, d/b/a First Capital		10/17/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Food Corp.		
<b>Street Address:</b>	5600 First Avenue, #2		
<b>Internal Address:</b>	c/o King Sololmon Foods, Attn: Steven Solomon		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11220		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76693496	BROOKLYN BURGER	
<b>Serial Number:</b>	77750645	BROOKLYN BURGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	342548		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	10/17/2014		
<b>Total Attachments: 3</b>			
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## TRANSFER STATEMENT

October 17, 2014

Pursuant to § 9-619 of the Uniform Commercial Code, , FCC, LLC, d/b/a First Capital, in its capacity as secured party (in such capacity, "Secured Party") under the Loan Documents (as defined on Schedule D.1 hereto), hereby delivers this Transfer Statement, dated October 14, 2014, and certifies as follows:

1. Secured Party and A. Stein Meat Products, Inc. (the "Debtor") previously entered into financing arrangements pursuant to which Secured Party made secured loans and advances, and provided other financial accommodations, to Debtor as set forth in the Loan Documents.

2. Pursuant to the Loan Documents, as collateral security for all indebtedness and other obligations of Debtor to Secured Party, Debtor granted to Secured Party a continuing security interest in and lien upon, among other collateral, the Subject Assets (as defined on Schedule D.1 hereto).

3. Debtor has defaulted on its obligations to Secured Party under the Loan Documents.

4. In accordance with the Loan Documents, the Uniform Commercial Code and applicable law, Secured Party has exercised its post-default remedies with respect to the Subject Assets, including, without limitation, certain trademarks, service marks and trade names, and registration and applications therefor, identified and listed on Schedule D.1 hereto (collectively, the "Scheduled Marks").

5. By reason of the exercise of such post-default remedies, HERCULES FOOD CORP., a New York corporation ("Buyer") has acquired the rights of Debtor in the Subject Assets, including the Scheduled Marks, pursuant to the Foreclosure Agreement (as defined on Schedule D.1 hereto).

6. The names and mailing addresses of Secured Party, Debtor and Buyer are as follows:

Secured Party:

FCC, LLC, d/b/a First Capital  
3350 Riverwood Parkway, Suite 1750  
Atlanta, Georgia 30339  
Attn: Jerry Brown

Debtor:

A. Stein Meat Products, Inc.  
5600 1<sup>st</sup> Avenue, #22  
Brooklyn, NY 11220  
Attention: Howard Mora

Buyer:

Hercules Food Corp.  
c/o King Solomon Foods, Attn: Steven Solomon  
5600 First Avenue, #2  
Brooklyn, NY 11220

This Transfer Statement is delivered pursuant to and in accordance with the provisions of § 9-619 of the Uniform Commercial Code as in effect in any applicable jurisdiction.

FCC, LLC d/b/a First Capital

By: *[Signature]*

Name: JERRY BROWN

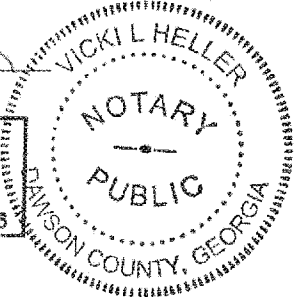
Title: Vice President

STATE OF GEORGIA            )  
  ) ss.:  
COUNTY OF COOK FULTON )

On the 1<sup>st</sup> day of October 2014, before me personally came Gerald Brown, to me known, who being by me duly sworn, did depose and say, that he is the Vice President of FCC, LLC, the limited liability company described in and which executed the foregoing instrument, and that he signed his/her name thereto by order of the Board of Directors of said corporation.

*[Signature]*  
Notary Public


VICKI L HELLER NOTARY PUBLIC Dawson County State of Georgia My Comm. Expires January 19, 2016
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**SCHEDULE D.1**

As used in the Transfer Statement to which this Schedule D.1 is attached, the following terms shall have the meanings given to them below:

1. “Loan Agreement” means that certain Loan and Security Agreement, dated November 19, 2012 (as amended, modified, or supplemented from time to time), by and between the FCC, LLC, d/b/a First Capital (“Secured Party”) and A. Stein Meat Products, Inc. (“Debtor”). Amended and Restated Loan and Security Agreement, dated as of June 4, 2008, by and between Secured Party and Debtor, as amended, restated, supplemented or otherwise modified from time to time, including by that certain Forbearance Agreement, dated June 17, 2010.
2. “Loan Documents” shall mean, collectively, the Loan Agreement and certain other agreements, documents, and instruments referred to therein or at any time executed and/or delivered in connection therewith, each as amended, restated, supplemented or otherwise modified from time to time.
3. “Subject Assets” has the meaning ascribed to such term in the Foreclosure Agreement.
4. “Foreclosure Agreement” shall mean that certain Foreclosure Agreement, dated as of October 14, 2014, by and between Secured Party and Hercules Food Corp.
5. The following shall constitute the Scheduled Marks:

Mark	Serial Number	Registration/Filing Date
BROOKLYN BURGER	76693496	October 10, 2008
	77750645	June 3, 2009