

Form PTO-1594 (Rev. 12-11)
OMB Collection 0661-0027 (exp. 04/30/2015)

12/01/2014
700517249

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fireside Ples IP LLC
FSP Acquisition LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Vision Bank Texas

Street Address: 401 W. George Bush Freeway, Suite 101

City: Richardson

State: Texas

Country: United States Zip: 75080

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Texas

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

86/048,275

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Fireside Ples (Application filed August 26, 2013)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Vision Bank Texas

Internal Address: Attention: Janine Marshall

Street Address: 401 W. George Bush Freeway, Suite 101

City: Richardson

State: Texas Zip: 75080

Phone Number: (972) 470-1500

Docket Number: _____

Email Address: janine.marshall@visionbanktexas.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

12/18/2014 DTIMBERL 00000004 86048275

01 EC-A521

40.00 OP

July 8, 2014

Date

9. Signature: *Heather Kay*

Signature

Heather Kay

Name of Person Signing

Total number of pages (including cover sheet, attachments, and document):

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 005420 FRAME: 0208

700517249

Vision Bank Loan Nos. 3290 and 3291

Security Agreement

This Security Agreement ("Agreement") is by and between FSP Acquisition, LLC, a Texas limited liability company, and Fireside Pies IP, LLC, a Texas limited liability company (individually and collectively referred to herein as the "Debtor") whose address is 18900 Dallas Parkway, Dallas, Texas 75287, and Vision Bank Texas ("Secured Party"), whose address is 401 W. George Bush Freeway, Suite 101, Richardson, Texas 75080.

Recitals:

Whereas, FSP Acquisition, LLC, a Texas limited liability company ("Borrower"), Akash Bhakta, Chetan Bhakta, Ronak Parikh, Nikunj Bhakta, FSP Operations LLC, a Texas limited liability company, FSP Henderson LLC, a Texas limited liability company, Fireside Pies Legacy-Plano, LLC, a Texas limited liability company, FSP Inwood LLC, a Texas limited liability company, FSP Grapevine LLC, a Texas limited liability company, Fireside Pies IP, LLC, a Texas limited liability company, and Secured Party have entered into that certain Loan Agreement of even date herewith (such Loan Agreement, as the same may be amended or modified from time to time, being hereinafter referred to as the "Loan Agreement") pertaining to (i) a certain loan from Secured Party to Borrower in the principal amount of \$2,300,000.00 (the "Term Loan"), and (ii) a certain revolving line of credit loan from Secured Party to Borrower in the principal amount of \$100,000.00 (the "RLOC"); and

Whereas, the Term Loan is evidenced by that certain Promissory Note of even date herewith, signed by Borrower and payable to the order of Secured Party, in the principal amount of \$2,300,000.00 (such Promissory Note and any renewal, modification or extension thereof is hereinafter referred to as the "Term Note");

Whereas, the RLOC is evidenced by that certain Revolving Line of Credit Promissory Note of even date herewith, signed by Borrower and payable to the order of Secured Party, in the principal amount of \$100,000.00 (such Revolving Line of Credit Promissory Note and any renewal, modification or extension thereof is hereinafter referred to as the "RLOC Note;" the Term Note and the RLOC Note are collectively referred to herein as the "Notes");

Whereas, Secured Party has conditioned its obligations under the Loan Agreement upon the execution and delivery of this Agreement by Debtor;

Now, Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I.

Security Interest

1.1. **Security Interest.** Subject to the terms of this Agreement, Debtor (and each of them) hereby grants to Secured Party a first priority security interest ("Security Interest") in the following property, together with the additional property described in Section 2.8. hereof (such property being hereinafter sometimes called the "Collateral"), to-wit:

All assets of Debtor, including all of Debtor's right, title and interest in and to all of the Debtor's fixtures, furniture, leasehold improvements, appliances, furnishings, inventory, materials, supplies, equipment, goods, machinery, general intangibles, money,

Vision Bank Loan Nos. 3290 and 3291

accounts, investment property, chattel paper, accounts receivable, trademarks and other intellectual property now or hereafter owned by Debtor, including, without limitation, the trademark for Fireside Pies described in that certain Trademark Application Number 86/048,275 filed with the United States Patent and Trademark Office on or about August 26, 2013, purchase orders received and rights to payment of any kind (including, without limitation, such rights of payment arising out of a sale, lease or other disposition of goods by the Debtor, out of a rendering of services by the Debtor, out of a loan by the Debtor, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all of the rights and interest (including all liens and security interests) which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligate to make any such payment or against any of the property of such account debtor or other obligor contract rights, inventory and all other personal property and assets of any kind whatsoever, whether now owned or acquired later; all accessions, additions, replacements and substitutions or any of the foregoing; all records of any kind relating to any of the foregoing; and all proceeds (including insurance and accounts proceeds) and all products and proceeds of any of the foregoing, and wherever located.

1.2. Obligations. The Security Interest is herein created to secure the payment and performance of the following obligations, indebtedness and liabilities (all such obligations, indebtedness and liabilities being hereinafter sometimes called the "Obligations"):

- a. The amounts now or hereafter owing under the Notes;
- b. The "Obligations" as that term is defined in the Loan Agreement; and
- c. All costs and expenses incurred by Secured Party to preserve and maintain the Collateral, collect any of the obligations herein described or enforce this Agreement.

1.3. Advance Notice. The parties hereby agree that this Agreement shall secure not only the existing Obligations to Secured Party, but also any and all future Obligations, it being contemplated that Debtor may from time to time owe additional obligations to Secured Party.

Article 2.

Covenants, Representations, Warranties and Further Agreements

Debtor represents, warrants and covenants to and with Secured Party that:

2.1. First Priority Perfected Security Interest. Upon the filing of the Financing Statement covering the Collateral, this Agreement shall create a first priority perfected security interest in the Collateral.

2.2. Title. Debtor owns, and with respect to Collateral acquired after the date hereof, Debtor will own, legally and beneficially, the Collateral free and clear from any lien, security interest, pledge, claim or other encumbrance or any right or option on the part of any third person to purchase or otherwise acquire the Collateral or any part thereof, except for the Security Interest. Debtor will, during the term of this Agreement, at Debtor's cost, keep the Collateral free from other liens, security interests, encumbrances or claims, and defend any action which may affect the Security Interest or Debtor's title to the Collateral. This Agreement and any account, instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim or defense.

Vision Bank Loan Nos. 3290 and 3291

2.3. Authority. Debtor has the power and authority to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement by Debtor will not conflict with, result in a breach of, or constitute a default under the provisions of any indenture, mortgage, deed of trust, security agreement or other instrument or agreement or any judgment, decree, order, law, statute or other governmental rule or regulation applicable to Debtor or any of Debtor's property.

2.4. Litigation. There is no litigation or governmental proceeding pending or threatened against Debtor or any of Debtor's properties which if adversely determined would have a material adverse effect on the Collateral or the financial condition, operations or business of Debtor.

2.5. Assignment. Notwithstanding any other provision hereof, Debtor will not process, sell, lease, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Obligations, the Collateral and this Agreement.

2.6. Insurance. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require with a clause in favor of Debtor and Secured Party as their interests may appear, and Secured Party is hereby authorized to collect sums which may become due under any of said policies and apply same to the Obligations. All policies of insurance shall provide for written notice to Secured Party at least ten (10) days prior to cancellation. Risk of loss not covered by insurance is on Debtor.

2.7. Maintenance. Debtor will preserve the Collateral, keep in good order and repair (at Debtor's own risk of loss), and will not waste, destroy, lose, allow to deteriorate (other than ordinary wear and tear), or modify the Collateral, or release any party liable thereon. Debtor will not allow the Collateral to be used in violation of any statute or ordinance. Secured Party, or its agents, will have the right to examine, audit, inspect and copy, as the case may be, the Collateral and any books or records pertaining thereto (which Debtor agrees to keep in an accurate and complete form) at any time. Debtor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Debtor's business and financial condition, as Secured Party may require. Debtor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Obligations.

2.8. Additional Property. The Collateral includes all proceeds, increases, substitutions, products, accessories and attachments thereof including, without limitation, all equipment, tools, parts and accessories used in connection therewith; and goods covered by chattel paper, accounts or other items of the Collateral. The Collateral also includes all money or property of Debtor in Secured Party's possession, held for, or owed to Debtor; Secured Party being granted herein the right to set off such money and property against the Obligations. For purposes of this Agreement, the references to the terms "account" or "accounts" shall be deemed to include chattel paper as well as accounts, when applicable. Debtor will immediately deliver all additional property to Secured Party upon receipt by Debtor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's interest or if otherwise required pursuant to this Agreement.

2.9. Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as Secured Party may

Vision Bank Loan Nos. 3290 and 3291

require. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

2..10. Inspection Rights. Debtor shall permit Secured Party and its representatives to examine, inspect and copy Debtor's books and records at any reasonable time and as often as Secured Party may desire.

2..11. Taxes. Debtor agrees to pay or discharge prior to delinquency all taxes, assessments, levies and other governmental charges imposed on it or its property.

2..12. Obligations. Debtor shall duly and punctually pay and perform the Obligations, including, without limitation, the obligations of Debtor under this Agreement.

2..13. Notification. Debtor shall promptly notify Secured Party of (i) any lien, security interest, encumbrance or claim made or threatened against the Collateral, (ii) any material change in the Collateral, including, without limitation, any material decrease in the value of the Collateral or any change in location, (iii) any change in Debtor's principal business address, and (iv) the occurrence or existence of any Event of Default (hereinafter defined) or the occurrence or existence of any condition or event that, with the giving of notice or lapse of time, or both, would be an Event of Default.

2..14. Books and Records; Information. Debtor shall keep accurate and complete books and records of the Collateral and Debtor's business and financial condition in accordance with generally accepted accounting principles consistently applied. Debtor shall from time to time at the request of Secured Party deliver to Secured Party such information regarding the Collateral and Debtor as Secured Party may request. Debtor shall mark its books and records to reflect the security interest of Secured Party under this Agreement.

2..15. Compliance with Agreements. Debtor shall comply in all material respects with all agreements, mortgages, deeds of trust, instruments and other documents binding on it or affecting its properties or business.

2..16. Compliance with Laws. Debtor shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority.

2..17. Assertion of Defenses. Debtor shall not assert any claims or defenses Debtor may have against Secured Party against Secured Party's assignee, it being understood that Secured Party may assign any part or all of Debtor's Obligations and this Agreement to an assignee who will be entitled to all of the rights, privileges and remedies granted in this Agreement to Secured Party.

Article 3.

Rights of Secured Party and Debtor

3..1. Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, to take any and all action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right on behalf of Debtor and in its own name, without notice to or assent by Debtor, to do the following:

Vision Bank Loan Nos. 3290 and 3291

a. To demand, sue for, collect or receive in the name of Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, or any other instruments for the payment of money under the Collateral;

b. To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral;

c. To send requests for verification to parties obligated in respect of the Collateral;

d. To notify post office authorities to change the address for delivery of mail of Debtor to an address designated by Secured Party and to receive, open and dispose of mail addressed to Debtor;

e. (1) To direct parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (2) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (3) to commence and prosecute any suit, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (4) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (5) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate; (6) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as Secured Party may determine; (7) to add or release any guarantor, endorser, surety or other party to any of the Collateral or the Obligations; (8) to renew, extend or otherwise change the terms and conditions of any of the Collateral or Obligations; (9) to insure any of the Collateral; (10) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein; (11) to transfer title into the name of Secured Party, to its nominee, or receipt for, settle, or otherwise realize upon the Collateral; (12) to give possession or control of the Collateral to Secured Party; (13) to endorse as Debtor's agent any instruments, documents, or accounts in the Collateral, contact account debtors directly to verify or collect accounts; (14) to take control of the Collateral or proceeds thereof, and use cash proceeds to reduce any part of the Obligations; (15) to require additional Collateral; (16) to reject as unsatisfactory any property hereafter offered by Debtor as Collateral; and (17) to designate, from time to time, a certain percent of the Collateral as the loan value and require Debtor to maintain the Obligations at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct, nor shall Secured Party be responsible for depreciation in value of the Collateral or for preservation of rights against prior parties. The foregoing rights and powers of Secured Party may be exercised before

Vision Bank Loan Nos. 3290 and 3291

or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom, or otherwise.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be responsible for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on Secured Party solely to protect, preserve and realize upon its security interest in the Collateral.

3.2. Performance by Secured Party of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Secured Party itself shall cause performance of or compliance with such agreement, the expenses of Secured Party, together with interest thereon at the maximum per annum rate permitted by applicable law, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured by this Agreement.

3.3. Authorization to File Financing Statements. Debtor hereby irrevocably authorizes and instructs Secured Party at any time and from time to time to prepare and file one or more financing statements electronically or otherwise (and any continuation statements and amendments thereto) with the Secretary of State of Texas (and any other state) and the Patent and Trademark Office describing the Collateral, whether or not Debtor's signature appears thereon. Debtor hereby irrevocably authorizes and instructs Secured Party at any time and from time to time to file this Agreement and all other documents as may be required for Secured Party to perfect its security interest in the Collateral with the Patent and Trademark Office.

3.4. Setoff: Property Held by Secured Party. Secured Party shall have the right to set off and apply against the Obligations, without notice to Debtor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing Secured Party to Debtor whether or not the Obligations are then due. As additional security for the Obligations, Debtor hereby grants Secured Party a security interest in all money, instruments and other property of Debtor now or hereafter held by Secured Party, including, without limitation, property held in safekeeping. In addition to Secured Party's right of setoff and as further security for the Obligations, Debtor hereby grants Secured Party a security interest in all deposits (general or special), time or demand, provisional or final) and other accounts of Debtor now or hereafter maintained with Secured Party and all other sums at any time credited by or owing from Secured Party to Debtor. The rights and remedies of Secured Party hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Secured Party may have.

3.5. Secured Party's Duty of Care. Other than the exercise of reasonable care in the physical custody of the Collateral while held by Secured Party hereunder, Secured Party shall have no responsibility for or obligation or duty with respect to all or any part of the Collateral or any matter or proceeding arising out of or relating thereto, including, without limitation, any obligation or duty to collect any sums due in respect thereof or to protect or preserve any rights against prior parties or any other rights pertaining thereto, it being understood and agreed that Debtor shall be responsible for preservation of all rights in the Collateral. Without limiting the generality of the foregoing, Secured Party shall be conclusively deemed to have exercised reasonable care in the custody of the Collateral if Secured Party takes such action, for purposes of preserving the rights in the Collateral, as Debtor may reasonably request in writing, but no failure or omission or delay by Secured Party in complying with any such request by Debtor, and no refusal by Secured Party to comply with any such request by Debtor, shall be deemed to be a failure to exercise reasonable care.

Vision Bank Loan Nos. 3290 and 3291

Article 4.
Default

4.1. Events of Default. The occurrence of any "Event of Default" as that term is defined in the Loan Agreement shall be deemed an Event of Default hereunder.

4.2. Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party may declare all or a part of the Obligations immediately due and payable without demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or any other notice whatsoever, all of which are hereby expressly waived by Debtor; provided, however, that upon an occurrence of an Event of Default under Section 9.1.d. or Section 9.1.e. of the Loan Agreement, the Obligations shall become immediately due and payable without demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest or any other notice whatsoever, all of which are hereby expressly waived by Debtor, and Secured Party may proceed to enforce payment of same and to exercise any and all of the rights and remedies provided by the Uniform Commercial Code ("Code") as well as all other rights and remedies possessed by Secured Party under this Agreement or otherwise at law or in equity, including but not limited to the right to take possession of the Collateral. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Debtor agree that notice given at least ten (10) days prior to the related action hereunder is reasonable. Secured Party shall be entitled to immediate possession of the Collateral and all books and records evidencing same and shall have authority to enter upon any premises upon which said items may be situated and remove same therefrom. Debtor shall give Secured Party written notice within ten (10) days after any repossession of part or all of the Collateral if Debtor claims that any articles contained in a motor vehicle at the time of repossession are not covered by the Security Interest created by this Agreement, and Debtor's failure to give such notice will forever bar any claims Debtor may have related to Secured Party's possession of such article, its dealings therewith or disposal thereof. Expenses of retaking, holding, preparing for sale, selling, or the like, shall include without limitation, Secured Party's reasonable attorney's fees and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Obligations. To the extent allowed by the Code, Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral and Debtor will remain liable for any deficiency remaining after such disposition. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

Article 5.
Miscellaneous

5.1. Exhaustion of Remedies. Secured Party shall not be required to first endeavor to collect from Debtor the Obligations or to foreclose, proceed against, or exhaust any other collateral or security for any Obligations or obligation of Debtor hereby secured before pursuing any of its rights pursuant to this Agreement. Suit may be brought and maintained against any one or more guarantors or may be brought to recover other collateral at the election of Secured Party, without joinder of Debtor or the other guarantors or parties to any other security agreements, pledge agreements, assignments, deeds of trust, or other instruments, documents, or agreements creating an interest in collateral for or guaranteeing the payment or performance of the Obligations as party thereto.

5.2. Release of Collateral. Secured Party may surrender, release, exchange or alter any collateral or security for the Obligations hereby secured without effecting the liability of Debtor under this

Vision Bank Loan Nos. 3290 and 3291

Agreement, and this Agreement shall continue effective notwithstanding any legal disability of Debtor to incur any indebtedness or obligation incurred to Secured Party.

5.3. Books and Records. The books of accounts and records of Secured Party shall be prima facie evidence of the amount owing on any note or other contract of indebtedness secured hereby.

5.4. Other Agreements. This Agreement shall in no way be construed as a limitation or extinguishment of any guaranty, security agreement, pledge agreement, assignment, deed of trust, or any other instrument, document or agreement granting an interest in collateral for or guaranteeing the payment or performance of the Obligations executed by any person prior to the execution of this Agreement, but all prior guaranties, security agreements, pledge agreements, assignments, deeds of trust or any other instruments, documents, or agreements granting an interest in collateral for the payment or performance of the Obligations shall remain in full force and effect.

5.5. Waiver by Secured Party; Cumulative Remedies. No waiver by Secured Party of any right hereunder or of any default by Debtor shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor shall not operate as a waiver of any other right, of further exercise of such right, or of any further default. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

5.6. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. All representations and warranties and agreements of Debtor are joint and several if Debtor is more than one. This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, such future transactions being contemplated by Debtor and Secured Party.

5.7. Texas Law to Apply. This Agreement shall be construed in accordance with the Code (the definitions of which apply herein) and other applicable substantive laws of the State of Texas and exclusive venue for any proceeding hereunder shall be in Collin County, Texas.

5.8. Notices. Any notice, consent or other communication required or permitted to be given under any of the Loan Documents to Secured Party or Debtor must be in writing and delivered in person or mailed by registered or certified mail, return receipt requested, postage prepaid, at the addresses set forth at the beginning of this Agreement or to Debtor's most recent address as shown by notice of change on file with Secured Party. Any such notice, consent or other communication shall be deemed given when delivered in person or, if mailed, when duly deposited in the mails.

5.9. Entire Agreement; Amendment. This Agreement embodies the entire agreement among the parties hereto and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. The provisions of this Agreement may be amended only by an instrument in writing signed by the parties hereto.

5.10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Vision Bank Loan Nos. 3290 and 3291

5..11. Waiver of Debtor. Debtor hereby waives presentment, demand, notice of default, notice of intent to demand, notice of intent to accelerate maturity, notice of acceleration of maturity, notice of dishonor, protest, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and Obligations. Debtor further agrees to any and all modifications, renewals and extensions of the Obligations, with or without notice to Debtor.

5..12. Additional Terms. All annexes and schedules attached hereto, if any, are hereby made a part hereof.

5..13. Ambiguity. In event it shall be determined that there is any ambiguity contained herein, said ambiguity shall not be construed against either party hereto as a result of such party's preparation of this Agreement, but shall be interpreted in favor or against either of the parties hereto in light of all the facts, circumstances and the intentions of the parties at the time of their execution of this Agreement.

5..14. Expenses; Indemnification. Debtor agrees to pay on demand all costs and expenses incurred by Secured Party in connection with the preparation, negotiation and execution of this Agreement and any and all amendments, modifications and supplements thereto. Debtor agrees to pay and to hold Secured Party harmless from and against all excise, sales, stamp or other taxes and all fees payable in connection with this Agreement or the transactions contemplated hereby, and agrees to hold Secured Party harmless from and against any and all present or future claims or liabilities with respect to or resulting from Debtor performing or delaying in performing its obligations under this Agreement.

5..15. Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

5..16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5..17. Headings. The headings, captions and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

5..18. Joint and Several. The covenants, agreements and obligations of Debtor as used herein and the other Loan Documents (as that term is defined in the Loan Agreement) and the grants of the security interests herein made, shall mean and include and be the joint and several obligations and grants of FSP Acquisition, LLC, a Texas limited liability company, and Fireside Pies LP, LLC, a Texas limited liability company.

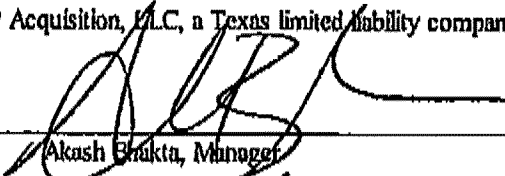
Executed as of June 30, 2014.

[End of text. Signature pages to follow.]

Vision Bank Loan Nos. 3290 and 3291

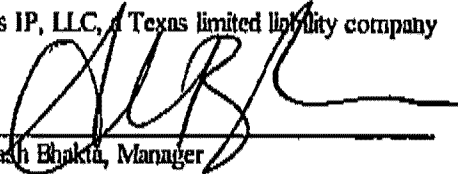
Debtor:

FSP Acquisition, LLC, a Texas limited liability company

By: 
Akash Bhakta, Manager

By: 
Manish Patel, Manager


Fireside Pies IP, LLC, a Texas limited liability company

By: 
Akash Bhakta, Manager

By: 
Manish Patel, Manager

Secured Party:

Vision Bank Texas

By: 
Janie E. Marshall, Senior Vice President