

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327820

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Trademark Security Agreement Supplement (Second Lien) |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| Ares Capital Corporation, as Administrative Agent | | 12/24/2014 | CORPORATION: MARYLAND |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Orion Food Systems, L.L.C. |
| Street Address: | 2930 West Maple Street |
| City: | Sioux Falls |
| State/Country: | SOUTH DAKOTA |
| Postal Code: | 57107 |
| Entity Type: | LIMITED LIABILITY COMPANY: SOUTH DAKOTA |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 3699509 | BIG STUFF |
| Registration Number: | 2355343 | BLAZIN' |
| Registration Number: | 3238439 | C-STREET GRILLE |
| Registration Number: | 3416227 | GAME TIME SPORTS GRILL |
| Registration Number: | 3469063 | GAME TIME SPORTS GRILL EST. 2006 |
| Registration Number: | 3469064 | GAME TIME SPORTS GRILL EST. 2006 |
| Registration Number: | 3790917 | HOT STUFF FOODS |
| Registration Number: | 3146096 | HOT STUFF GRILL |
| Registration Number: | 3562097 | HOT STUFF GRILL |
| Registration Number: | 3562098 | HOT STUFF GRILL |
| Registration Number: | 3311611 | HOT STUFF PIZZA |
| Registration Number: | 3661652 | HOT STUFF TAKE & BAKE |
| Registration Number: | 3124977 | MAC'S MARKET |
| Registration Number: | 3131292 | MEGA MAXX |
| Registration Number: | 3370091 | MEGARITO |
| Registration Number: | 3361036 | SMASHHITS DELI |
| Registration Number: | 3343621 | SMASHHITS DELI |

CH \$765.00 3699509

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 3361032 | SMASHHITS DELI |
| Registration Number: | 3304480 | STONE WILLY PIZZA HOUSE |
| Registration Number: | 3309759 | STONE WILLY PIZZA HOUSE |
| Registration Number: | 3309760 | STONE WILLY PIZZA HOUSE |
| Registration Number: | 3576130 | TAKE & BAKE BY HOT STUFF |
| Registration Number: | 3934784 | BIG STUFF |
| Serial Number: | 77416434 | BIG STUFF PIZZA |
| Serial Number: | 85049600 | HOT STUFF FOODS XPRESS |
| Registration Number: | 4346965 | HOT STUFF PIZZA |
| Registration Number: | 4105883 | HOT STUFF SUBS |
| Serial Number: | 77847846 | HOT STUFFED STIX |
| Serial Number: | 85221160 | SPINZ HAND CRAFTED FOOD |
| Serial Number: | 85164023 | WE KNOW CONVENIENCE |

CORRESPONDENCE DATA

Fax Number: 2027395723

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: 202-739-5723

Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, D.C. 20004

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 003279-0024 |
| NAME OF SUBMITTER: | Carolyn Himmelfarb |
| SIGNATURE: | /Carolyn Himmelfarb/ |
| DATE SIGNED: | 01/02/2015 |

Total Attachments: 3

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
SUPPLEMENT (SECOND LIEN)

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT SUPPLEMENT (SECOND LIEN) (the "**Agreement**") is made as of December 24, 2014 by Ares Capital Corporation, a Maryland corporation, as administrative agent ("**Secured Party**") in favor of Orion Food Systems, L.L.C., a South Dakota limited liability company (the "**Grantor**").

WHEREAS, the Grantor granted a security interest in certain intellectual property and related rights to Secured Party pursuant to that certain Trademark Security Agreement Supplement (Second Lien), dated as of March 18, 2011, by Grantor in favor of Secured Party (the "**IP Security Agreement**");

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 4544, frame 0809 on May 19, 2011;

WHEREAS, Grantor has requested that Secured Party terminate and release its interest in Grantor's trademarks identified in Schedule I attached hereto (the "**Trademarks**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. terminates and releases any and all security interests of Secured Party in Grantor's: (i) Trademarks and any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, any of the trademarks, and (ii) all products and proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or (b) injury to the goodwill associated with any such trademarks, without recourse or representation or warranty, express or implied, of any kind;

2. agrees that any power of attorney or similar rights granted by Grantor to Secured Party with respect to the Trademarks pursuant to or in connection with the IP Security Agreement is terminated; and

3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Termination and Release of Trademark Security Agreement Supplement (Second Lien) to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:

ARES CAPITAL CORPORATION, as
Administrative Agent

By: 

Name: MARK AFFOLTER

Title: AUTHORIZED SIGNATORY

{Signature Page to Termination and Release of Trademark Security Agreement Supplement (Second Lien)}

TRADEMARK
REEL: 005433 FRAME: 0555

Schedule I

TRADEMARKS

| MARK | App. # | App. Date | Reg. # |
|-------------------------------------|-----------|------------|---------|
| BIG STUFF | 77/272911 | 06-Sept-07 | 3699509 |
| BLAZIN' | 75/784796 | 26-Aug-99 | 2355343 |
| C-STREET GRILLE | 78/978134 | 08-June-05 | 3238439 |
| GAME TIME SPORTS GRILL | 78/957938 | 22-Aug-06 | 3416227 |
| GAME TIME SPORTS GRILL EST. 2006 | 77/200040 | 07-June-07 | 3469063 |
| GAME TIME SPORTS GRILL EST. 2006 | 77/200051 | 07-June-07 | 3469064 |
| HOT STUFF FOODS | 77/577849 | 24-Sept-08 | 3790917 |
| HOT STUFF GRILL | 76/978101 | 29-Oct-03 | 3146096 |
| HOT STUFF GRILL | 77/279705 | 14-Sept-07 | 3562097 |
| HOT STUFF GRILL | 77/279715 | 14-Sept-07 | 3562098 |
| HOT STUFF PIZZA | 77/149562 | 05-Apr-07 | 3311611 |
| HOT STUFF TAKE & BAKE | 77/392485 | 08-Feb-08 | 3661652 |
| MAC'S MARKET | 78/977057 | 21-Dec-04 | 3124977 |
| MEGA MAXX | 78/977197 | 19-Aug-04 | 3131292 |
| MEGARITO | 77/107557 | 14-Feb-07 | 3370091 |
| SMASHHITS DELI | 78/979362 | 08-June-06 | 3361036 |
| SMASHHITS DELI | 77/149583 | 05-Apr-07 | 3343621 |
| SMASHHITS DELI | 78/979331 | 08-June-06 | 3361032 |
| STONE WILLY PIZZA HOUSE | 78/850171 | 30-Mar-06 | 3304480 |
| STONE WILLY PIZZA HOUSE | 78/885764 | 17-May-06 | 3309759 |
| STONE WILLY PIZZA HOUSE | 78/885773 | 17-May-06 | 3309760 |
| TAKE & BAKE BY HOT STUFF | 77/544689 | 12-Aug-08 | 3576130 |
| BIG STUFF | 77/396046 | 13-Feb-08 | 3934784 |
| BIG STUFF PIZZA | 77/416434 | 07-Mar-08 | N/A |
| HOT STUFF FOOD XPRESS | 85/049600 | 27-May-10 | N/A |
| HOT STUFF PIZZA | 77/392514 | 08-Feb-08 | 4346965 |
| HOT STUFF SUBS | 77/621009 | 24-Nov-08 | 4105883 |
| HOT STUFFED STIX | 77/847846 | 13-Oct-09 | N/A |
| SPINZ HAND CRAFTED FOOD | 85/221160 | 19-Jan-11 | N/A |
| WE KNOW CONVENIENCE | 85/164023 | 28-Oct-10 | N/A |