

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338355

<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>
Mendocino Farms, Inc.		04/08/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	8377 East Hartford Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4225490	BLUE COW KITCHEN & BAR	
<b>Registration Number:</b>	4225554	BLUE COW KITCHEN & BAR AMERICAN SANDWICH	
<b>Registration Number:</b>	3352435	MENDOCINO FARMS	
<b>Registration Number:</b>	4300324	MENDOCINO FARMS SANDWICH MARKET	
<b>Registration Number:</b>	4300325	SANDWICH MARKET	
<b>Registration Number:</b>	4485698	WE SELL HAPPY	
<b>Registration Number:</b>	4297536		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4023466000		
<b>Email:</b>	patrick.stephenson@kutakrock.com		
<b>Correspondent Name:</b>	Patrick C. Stephenson		
<b>Address Line 1:</b>	1650 Farnam Street		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		
<b>ATTORNEY DOCKET NUMBER:</b>	GECC/MENDOCINO FARMS		
<b>NAME OF SUBMITTER:</b>	Patrick C. Stephenson		

OP \$190.00 4225490

<b>SIGNATURE:</b>	/Patrick C. Stephenson/
<b>DATE SIGNED:</b>	04/16/2015
<b>Total Attachments: 5</b> source=Mendocino Farms#page1.tif source=Mendocino Farms#page2.tif source=Mendocino Farms#page3.tif source=Mendocino Farms#page4.tif source=Mendocino Farms#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 8th, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of April 8th, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Loan Agreement"), by and among the Borrower, the other Credit Parties, and the Secured Party have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Secured Party (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to induce the Secured Party to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MENDOCINO FARMS, LLC, a Delaware limited liability company

By:   
Printed Name: MARIO DE PAU  
Title: President

MENDOCINO FARMS, INC., a Delaware corporation

By:   
Printed Name: MARIO DE PAU  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MENDOCINO FARMS, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MENDOCINO FARMS, INC., a Delaware corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_


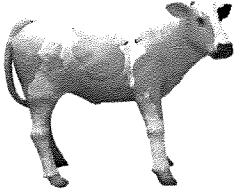
ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Thomas Moro  
Name: Thomas Moro  
Title: AUTHORIZED SIGNATORY

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	COUNTRY	APPLICATION NUMBER & FILING DATE	REGISTRATION NUMBER & DATE	GOODS/ SERVICES	STATUS	UPCOMING DEADLINES / NOTES / COMMENTS
BLUE COW KITCHEN & BAR	U.S.	85/565,795 March 9, 2012	4,225,490 October 16, 2012	Class 43: Full service bar and restaurant services.	Registered	Declaration of Use (6 year) October 16, 2018
BLUE COW KITCHEN & BAR Logo 	U.S.	85/566,677 March 12, 2012	4,225,554 October 16, 2012	Class 43: Full service bar and restaurant services.	Registered	Declaration of Use (6 year) October 16, 2018
MENDOCINO FARMS	U.S.	78/956,482 August 21, 2006	3,352,435 December 11, 2007	Class 43: Restaurant services; take out restaurant services; catering	Registered	Renewal due December 11, 2017
MENDOCINO FARMS SANDWICH MARKET	U.S.	85/565,789 March 9, 2012	4,300,324 March 12, 2013	Class 43: Catering services; restaurant services; take-out restaurant services.	Registered	Declaration of Use (6 year) due March 12, 2019
SANDWICH MARKET	U.S.	85/565,804 March 9, 2012	4,300,325 March 12, 2013	Class 43: Catering services; restaurant services; take-out restaurant services.	Registered	Declaration of Use (6 year) due March 12, 2019
WE SELL HAPPY	U.S.	85/568,611 April 20, 2012	4,485,698 February 18, 2014	Class 43: Catering services; restaurant services; take-out restaurant services.	Registered	Declaration of Use (6 year) due February 18, 2020
 (Mendo Blue Cow)	U.S.	85/603,619 March 13, 2012	4,297,536 March 5, 2013	Class 43: Catering services; restaurant services; take-out restaurant services.	Registered	Declaration of Use due (6-yr) March 5, 2019

4848-6786-9730.2

FINAL EXECUTION COPY

RECORDED: 04/16/2015

TRADEMARK  
REEL: 005498 FRAME: 0519