TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KANGADIS FOOD INC., d/b/a THE GOURMET FACTORY		01/22/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Signature Bank
Street Address:	275 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3776661	GOURMET FACTORY
Registration Number:	2543131	LAKONIA
Registration Number:	3253138	OLIO VILLA
Registration Number:	3526586	CAPATRITI
Registration Number:	3017397	POMACEOLA
Registration Number:	3646479	ZORBA
Registration Number:	3646281	LEMON TIME
Registration Number:	4040116	GOURMET FACTORY
Registration Number:	3010730	PUREOLA
Registration Number:	4015399	KIVOTOS
Registration Number:	4018737	PORTO
Registration Number:	4609526	CAPATRITI
Serial Number:	86026241	GOURMET FACTORY
Serial Number:	86215085	CAPATRITI

OP $365.00 3776661

CORRESPONDENCE DATA

Fax Number:

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.

Email:	michael.barys@thomsonreuters.com
Correspondent Name:	James Murray
Address Line 1:	4400 Easton Commons Way Suite 125
Address Line 2:	CT Corporation
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	James Murray
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/06/2015

Total Attachments: 10
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):
KANGADIS FOOD INC., d/b/a THE GOURMET FACTORY

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation- State: NEW YORK
- ☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Signature Bank
Internal Address:
Street Address: 275 Seventh Avenue
City: New York
State: New York
Country: USA Zip: 10001

- ☐ Association Citizenship
- ☐ General Partnership Citizenship
- ☐ Limited Partnership Citizenship
- ☐ Corporation Citizenship
- ☑ Other Chartered Bank Citizenship New York

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)

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

Execution Date(s) January 22, 2015

- ☐ Assignment
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other

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

A. Trademark Application No.(s)
See Schedule II attached

B. Trademark Registration No.(s)
See Schedule II attached

Additional sheet(s) attached? ☑ Yes ☐ No

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

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

Name: James Murray
Internal Address: CT Corporation
Street Address: 4400 Easton Commons Way Suite 125
City: Columbus
State: OH Zip: 43219
Phone Number: 614-280-3566
Fax Number: 800-914-4240
Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved: 14

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

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature — May 5, 2015 — Date

Leslie Kirsner
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 22, 2015, is made by KANGADIS FOOD INC., d/b/a THE GOURMET FACTORY, a New York corporation ("Grantor"), in favor of SIGNATURE BANK, a bank chartered under the laws of the State of New York ("Lender").

BACKGROUND

Pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Credit Parties thereto and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"). Lender has agreed to make the Loans for the benefit of Grantor.

Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have die following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United

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States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time. Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any

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Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTEES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from. Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in die applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

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(d) Grantor agrees to cooperate in maintaining the enforceability of the Intellectual Property Collateral. In the event the validity and/or enforceability of the Intellectual Property Collateral is called into question in the context of an effort to enforce it, Grantor shall take all commercially reasonable efforts to support such enforcement. If Grantor becomes aware of such Intellectual Property Collateral being infringed, misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, take commercially reasonable measures in light of a perceived infringement, misappropriation or dilution, where reasonable, attempt to recover any and all damages for such infringement, misappropriation or dilution(s) to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

KANGADIS FOOD INC. d/b/a THE GOURMET FACTORY

By:_____
Name: Themis Kangadis
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

SIGNATURE BANK

By:_____
Name:
Title:

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

KANGADIS FOOD INC. d/b/a THE GOURMET FACTORY

By:_____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

SIGNATURE BANK

By:_____
Name: Robert Wallace
Title: Vice President

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SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Patent	Reg. No.	Date
None		

II. PATENT APPLICATIONS

Patent	Reg. No.	Date
None		

III. PATENT LICENSES

Name of Agreement	Date of Agreement	Parties
None		

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SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Date
GOURMET FACTORY	3,776,661	04/20/2010
LAKONIA	2,543,131	02/26/2002
OLIO VILLA	3,253,138	06/19/2007
CAPATRITI	3,526,586	11/04/2008
POMACEOLA	3,017,397	11/22/2005
ZORBA	3,646,479	06/30/2009
LEMON TIME	3,646,281	60/30/2009
GOURMET FACTORY + Logo	4,040,116	10/18/2011
PUREOLA	3,010,730	11/01/2005
KIVOTOS	4,015,399	08/23/2011
PORTO	4,018/737	08/30/2011
CAPATRITI	4,609,526	9/23/2014

II. TRADEMARK APPLICATIONS

Mark	Application No.	Date
GOURMET FACTORY + Logo	86/026,241	08/01/2013
CAPATRITI logo	86/215,085	03/07/2014

III. TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties
None		

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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Copyright	Reg. No.	Date
Label Design	VA 1-348-282	12/23/2005

II. COPYRIGHT APPLICATIONS

Copyright	Application No.	Date
None		

III. COPYRIGHT LICENSES

Name of Agreement	Date of Agreement	Parties
None		

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RECORDED: 05/06/2015 REEL: 005511 FRAME: 0139