

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fields GC, LLC		05/08/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation, as Administrative Agent		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86008589	FIELDS GOOD CHICKEN	
Serial Number:	86171662	FIELDS GOOD CHICKEN	
Serial Number:	86171666	FIELDS GOOD CHICKEN	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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>			
Phone:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1345 Avenue of the Americas, 7th Floor		
Address Line 2:	Attention: Mirlande Telfort, Esq.		
Address Line 4:	New York, NEW YORK 10105-0106		
ATTORNEY DOCKET NUMBER:	2069383-1001 / TELFORT		
NAME OF SUBMITTER:	Mirlande Telfort, Esq.		
SIGNATURE:	/s/ Mirlande Telfort		
DATE SIGNED:	05/11/2015		
Total Attachments: 5			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 8, 2015 (this "Agreement"), is executed and delivered by **FIELDS GC, LLC**, a New York limited liability company (the "Grantor"), to and in favor of **SECURITY BENEFIT CORPORATION**, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties. Capitalized terms used and not defined in this Agreement have the meanings provided in the Guarantee, Pledge and Security Agreement referred to below.

PRELIMINARY STATEMENTS: In order to obtain the benefits described in the Guarantee, Pledge and Security Agreement dated as of March 22, 2013 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee, Pledge and Security Agreement"), among the Grantor, each other Guarantor and the Administrative Agent, the Grantor has (a) granted to the Administrative Agent a security interest in substantially all of the Grantor's property, including, without limitation, the Collateral referred to below and (b) agreed to execute and deliver this Agreement in respect of its Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises, the Grantor agrees as follows:

1. **Grant of Security.** The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by the Grantor under this Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** This Agreement may be executed in any number of 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.

5. **Loan Document.** This Agreement has been entered into in conjunction with the provisions of the Guarantee, Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee, Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. This Agreement is one of the Loan Documents referred to in the Loan Agreement and may not be amended, waived or otherwise modified, unless any such amendment, waiver or other modification is in writing and acknowledged by the Administrative Agent pursuant to Section 9.1 of the Loan Agreement.

6. **Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to the Administrative Agent by their duly authorized officers as of the day and year first above written.

FIELDS GC, LLC

By: Aurify Brands, LLC, its Managing Member

By: _____

Name: Andrew Stern

Title: Chief Executive Officer

**SECURITY BENEFIT CORPORATION, as
Administrative Agent**

By: _____

Name:

Title:

**SECURITY BENEFIT CORPORATION, as
Administrative Agent**

By: *Anthony D. Minella*

Name: Anthony D. Minella
Title: Chief Investment Officer

*Schedule A
to
Intellectual Property Security Agreement*

TRADEMARKS

Grantor	Mark	Filing Date	Application No.
Fields GC, LLC	Trademark applications for "Fields Good Chicken"	July 12, 2013	Serial No. 86008589
Fields GC, LLC	Trademark applications for "Fields Good Chicken"	January 22, 2014	Serial No. 86171662
Fields GC, LLC	Trademark applications for "Fields Good Chicken"	January 22, 2014	Serial No. 86171666