

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347053

<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>
MilMar Food Group II, LLC		07/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue, 4th Floor		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86578225	NO FORKS REQUIRED	
<b>Serial Number:</b>	86606542	JUNO CHEFS	
<b>Serial Number:</b>	86575044	KOSHAIR CUISINE	
<b>Serial Number:</b>	86597363	MRS. VEGGIES	
<b>Serial Number:</b>	86587038	JET CHEF	
<b>Serial Number:</b>	86558278	MILMAR FOOD GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122621215		
<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>	212-237-1162		
<b>Email:</b>	jpastore@windelsmarx.com		
<b>Correspondent Name:</b>	James J. Pastore		
<b>Address Line 1:</b>	156 West 56th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	James J. Pastore		
<b>SIGNATURE:</b>	/James J. Pastore/		
<b>DATE SIGNED:</b>	07/07/2015		

OP \$165.00 86578225

**Total Attachments: 5**

source=MIIIMarTrademark Security Agreement#page1.tif

source=MIIIMarTrademark Security Agreement#page2.tif

source=MIIIMarTrademark Security Agreement#page3.tif

source=MIIIMarTrademark Security Agreement#page4.tif

source=MIIIMarTrademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Security Agreement**"), dated as of July 2, 2015, is made by MilMar Food Group II, LLC (the "**Grantor**") in favor of PNC Bank, National Association (the "**Lender**").

Grantor has entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), with the Lender.

Under the terms of the Agreement, the Grantor has granted to the Lender, for its benefit, a security interest in, among other property, certain trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to the Lender for its benefit, a security interest in all of the Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

**Section 1.01** the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), **excluding** only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

**Section 1.02** all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

**Section 1.03** any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

**Section 1.04** any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to

sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Lender.
3. Loan Documents. This Security Agreement has been entered into pursuant to and in conjunction with the Agreement, which is hereby incorporated by reference. The provisions of the Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Agreement and related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
5. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

**[Signature page to Trademark Security Agreement]**

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

MILMAR FOOD GROUP II,  
LLC

By  \_\_\_\_\_

Name: Martin Hoffman

Title: President

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL  
ASSOCIATION

By \_\_\_\_\_

Name:

Title:

[Signature page to Trademark Security Agreement]

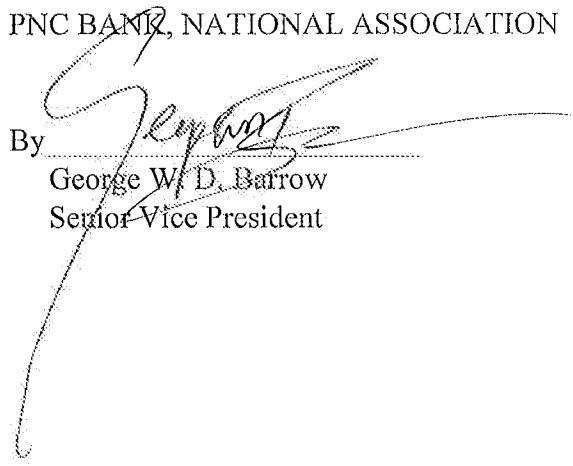
IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MILMAR FOOD GROUP II, LLC

By \_\_\_\_\_  
Martin Hoffman  
President

Agreed to and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By  \_\_\_\_\_  
George W. D. Barrow  
Senior Vice President

**SCHEDULE I**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>App. Date</b>	<b>Status</b>	<b>Owner</b>
Juno Chefs & design	U.S. Federal	Pending	86606542	4/22/15	Application in process	MilMar Food Group II, LLC
Mrs. Veggies	U.S. Federal	Pending	86597363	4/14/15	Application in process	MilMar Food Group II, LLC
Jet Chef	U.S. Federal	Pending	86587038	4/3/15	Application in process	MilMar Food Group II, LLC
No Forks Required	U.S. Federal	Pending	86578225	3/26/15	Application in process	MilMar Food Group II, LLC
Koshair Cuisine	U.S. Federal	Pending	86575044	3/24/15	Application in process	MilMar Food Group II, LLC
MilMar Food Group	U.S. Federal	Pending	86558278	3/9/15	Application in process	MilMar Food Group II, LLC