

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MB Financial Bank, N.A., successor in interest to Cole Taylor Bank, a National Banking Association		11/25/2014	Banking Association: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fresh Food Concepts, Inc.		
<b>Street Address:</b>	11215 Knott Ave, Suite A		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85533172	SASSI FRESH	
<b>Serial Number:</b>	85533177	SASSI FRESH UNEXPECTED DELICACIES FOR TH	
<b>Serial Number:</b>	73730566	RIO DE ORO	
<b>Serial Number:</b>	73729896	ROJO'S	
<b>Serial Number:</b>	75420806	SEÑOR FELIX'S	
<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>	408-369-4000		
<b>Email:</b>	jhansen@capitalsource.com		
<b>Correspondent Name:</b>	CapitalSource Business Finance Group		
<b>Address Line 1:</b>	851 E Hamilton Ave, 2nd Floor		
<b>Address Line 2:</b>	Attn: Legal Dept		
<b>Address Line 4:</b>	Campbell, CALIFORNIA 95008		
<b>ATTORNEY DOCKET NUMBER:</b>	F157349		
<b>NAME OF SUBMITTER:</b>	Stephen P. Darlington		
<b>SIGNATURE:</b>	/Stephen P. Darlington/		

OP \$140.00 85533172

**DATE SIGNED:**

07/30/2015

**Total Attachments: 11**

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Attachment to Recordation Form Cover Sheet  
(Trademarks Only)  
Fresh Food Concepts, Inc.  
and  
MB Financial Bank, N.A. successor in interest to Cole Taylor Bank  
7/29/2015

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86533172	SASSI FRESH
Serial Number:	85533177	SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER
Serial Number:	73730566	RIO DE ORO
Serial Number:	73729896	ROJO'S
Serial Number:	76420806	SEÑOR FELIX'S

**TERMINATION OF INTEREST IN TRADEMARKS**

This Termination of Interest in Trademarks (this "Termination") is executed as of **November 25, 2014**, by **MB Financial Bank, N.A.**, successor in interest to **Cole Taylor Bank a National Banking Association**, whose address and principal place of business is **9550 West Higgins Road, Rosemont, Illinois 60018** (the "Lender") with reference to that certain **Grant of Security Interest in Trademarks dated January 18, 2013** (the "Agreement") by and between **Fresh Food Concepts, Inc.** (presently known as **Simply Fresh Foods, Inc.**), a **Delaware corporation** whose address and principal place of business is **11215 Knott Ave., Suite A, Cypress, California 90630** (the "Debtor") and Lender. Initially capitalized terms not defined in this Termination shall have the meanings set forth in the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Lender hereby releases the security interests granted by Debtor to the Lender with respect to all trademarks described in the Agreement. A true and correct copy of the Agreement is attached hereto as **Exhibit A**.

This Termination shall be governed by the laws of the State of California.

In witness whereof, the Lender has caused this Termination to be executed by its duly authorized officer as of the date first above written.

**MB Financial Bank, N.A., successor in interest to Cole Taylor Bank a National Banking Association**

By:  \_\_\_\_\_

Print Name: MARGIE ACEVEDO

Print Title: A.V.P.

900244817 01/22/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fresh Food Concepts, Inc.		01/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COLE TAYLOR BANK
Street Address:	0560 W Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85533172	SASSI FRESH
Serial Number:	85533177	SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER
Serial Number:	73730566	RIO DE ORO
Serial Number:	73729896	ROJO'S
Serial Number:	75420008	SEÑOR FELIX'S

CH \$140.00 85533172

CORRESPONDENCE DATA

Fax Number: 3145528323  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 314-259-2000  
 Email: susan.murphy@bryancave.com  
 Correspondent Name: BRYAN CAVE LLP  
 Address Line 1: 211 North Broadway, Suite 3800  
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0344985	TRADEMARK
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900244817

REEL: 004946 FRAME: 0713

NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	01/22/2013
Total Attachments: 7 source=Grant of Security Interest in Trademarks and Patents#page1.tif source=Grant of Security Interest in Trademarks and Patents#page2.tif source=Grant of Security Interest in Trademarks and Patents#page3.tif source=Grant of Security Interest in Trademarks and Patents#page4.tif source=Grant of Security Interest in Trademarks and Patents#page5.tif source=Grant of Security Interest in Trademarks and Patents#page6.tif source=Grant of Security Interest in Trademarks and Patents#page7.tif	

TRADEMARK  
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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, Fresh Food Concepts, Inc., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith as set forth on Schedule A attached hereto; and

WHEREAS, Cole Taylor Bank, an Illinois banking corporation (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of January 18, 2013, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto together with (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event of any conflict between the terms of the Credit Agreement and this Grant of Security Interest, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, the liens and security interests granted to Grantee pursuant to this Grant of Security Interest and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of that certain Intercreditor and Subordination Agreement, dated January 18, 2013, among FFC Holdings, LLC, Grantor, Westbury Investment Partners SBIC, LP, Centerfield Capital Partners II, L.P. and Grantee.

*[signature page to follow]*

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TRADEMARK  
REEL: 004946 FRAME: 0716

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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**  
FRESH FOOD CONCEPTS, INC.,  
a Delaware corporation

By: *Dale Taban*  
Name: Dale Taban  
Title: President

**GRANTEE:**

COLE TAYLOR BANK,  
an Illinois banking corporation

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

Signature Page Grant of Security Interest in Trademarks

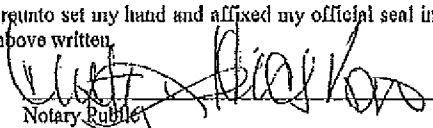
TRADEMARK  
REEL: 004946 FRAME: 0716



STATE OF California  
COUNTY OF Orange

On this 16<sup>th</sup> day of January, 2013 before me personally came Dale Sabour, to me known, who, being by me duly sworn did depose and say that he is the President of Fresh Food Concepts, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

My Commission Expires: April 22, 2013



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is a \_\_\_\_\_ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

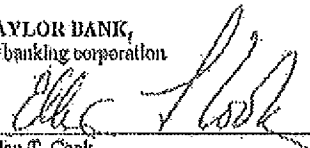
TRADEMARK  
REEL: 004946 FRAME: 0717

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest  
as of the date of the Credit Agreement.

GRANTOR:  
FRESH FOOD CONCEPTS, INC.,  
a Delaware corporation

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

GRANTEE:  
COLE TAYLOR BANK,  
an Illinois banking corporation

By:   
Name: Brian T. Cook  
Title: Group Senior Vice President

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Signature Page Grant of Security Interest in Trademarks

TRADEMARK  
REEL: 004946 FRAME: 0718

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of Fresh Food Concepts, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

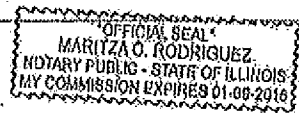
STATE OF Illinois )  
COUNTY OF Cook )

On this 16 day of January, 2013, before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that she is a Group Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that she signed her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this day and year first above written.

[Signature]  
Notary Public



My Commission Expires: \_\_\_\_\_



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TRADEMARK  
REEL: 004946 FRAME: 0719

## Schedule A - Trademarks

Mark	Country	Serial Number Filing Date	Reg. Number Reg. Date	Owner	Status
SASSI FRESH	Canada	1588413 8/1/2013		Fresh Food Concepts, Inc.	Pending
SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER and Design 	Canada	1588482 8/1/2012		Fresh Food Concepts, Inc.	Pending
SASSI FRESH	U.S.	85/533172 2/3/2012		Fresh Food Concepts, Inc.	Pending Intent to Use
SASSI FRESH UNEXPECTED DELICACIES FOR THE ADVENTUROUS NOSHER and Design 	U.S.	85/533177 2/3/2012		Fresh Food Concepts, Inc.	Pending Intent to Use
RIO DE ORO	U.S.	73/730566 5/24/1988	1553101 8/22/8199	Fresh Food Concepts, Inc.	Registered
ROJO'S	U.S.	73/729896 5/23/1988	1554894 9/5/1989	Fresh Food Concepts, Inc.	Registered
SEÑOR FELIX'S	U.S.	75/420806 1/21/1998	2205865 11/24/1998	Fresh Food Concepts, Inc.	CANCELLED 7/3/2012

TRADEMARK  
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REEL: 005588 FRAME: 0210

Mark	Country	Serial Number Filing Date	Reg. Number Reg. Date	Owner	Status
SEÑOR FELIX'S FRESH MEXICAN SALSA	State of California		75783 1/14/1985	Senor Felix's Gourmet Mexican Food, Inc.	EXPIRED 1/14/1995
Design Only	State of California		88183 7/18/1988	Chilay Foods, Inc.	
SEÑOR FELIX'S	Mexico		597371 1/13/1999	Senor Felix's Gourmet Mexican Food, Inc.	
SEÑOR FELIX'S	Mexico		597372 1/13/1999	Senor Felix's Gourmet Mexican Food, Inc.	

RECORDED: 01/22/2013

TRADEMARK  
REEL: 004946 FRAME: 0721

RECORDED: 07/30/2015

TRADEMARK  
REEL: 005588 FRAME: 0211