

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUISINE INNOVATIONS UNLIMITED, LLC		07/07/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MEDALLION BUSINESS CREDIT, a division of Medallion Financial Corp.		
Street Address:	437 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1025815	RATNER'S	
Registration Number:	1460256	KING KOLD	
Registration Number:	1338230	KAPTAIN'S KETCH	
Registration Number:	2548199	HOTCHO NACHO	
Registration Number:	2701138	KATFISH KITTIES	
Registration Number:	2709910	GRABBERS	
Registration Number:	2746443	CLAMSTERS	
Registration Number:	1915853	LOLLIPOP SHRIMP	
Registration Number:	1921064	LOLLIPOP CHICKEN	
Registration Number:	2929327	NEON NUGGETS	
Registration Number:	2906489	COHEN'S	
Registration Number:	2910716	CASINO CHEF	
Registration Number:	2697391	COHEN'S WILTON	
Registration Number:	2607435	RESTAURANIC	
Registration Number:	2500812	THE DIFFERENCE IS IN THE DETAILS	
Registration Number:	2534561	WHEN YOUR REPUTATION DEPENDS ON IT	
Registration Number:	2534560	FOR BLACK TIE. BLUE JEANS. OR IN BETWE	
Registration Number:	2238223	CASINO CHEF HORS D'OEUVRES	
Registration Number:	2233462	COHEN'S FAMOUS	
TRADEMARK			

CH \$565.00 1025815

Property Type	Number	Word Mark
Registration Number:	1278218	BARNEYS
Registration Number:	1239601	BARNEY'S THE HORS D'OEUVRE PEOPLE
Registration Number:	1239600	BARNEY'S

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: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	187992-0004
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	08/03/2015

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 7th day of July, 2015 by and between **CUISINE INNOVATIONS UNLIMITED, LLC**, a New Jersey limited liability company (the “**Assignor**”), and **MEDALLION BUSINESS CREDIT**, a division of Medallion Financial Corp., a Delaware corporation, as agent (in such capacity, “**Agent**”) for the Lenders from time to time party to the Loan Agreement (as defined below).

BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and among Assignor, Agent and the Lenders party thereto (as the same may be amended, modified, supplemented, extended and/or renewed, the “**Loan Agreement**”), Agent and Lenders agreed to extend to Assignor Revolving Loans and other credit accommodations.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Agent a security interest in all of Assignor’s Collateral, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Loan Agreement Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges and grants to Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the “**Collateral**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Schedule “A”**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Schedule "B"** attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Schedule "C"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby mortgages, pledges and grants to Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Schedule "D"**, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Agent's prior written consent (which such consent shall not be unreasonably denied or delayed), enter into any agreement with respect to the Collateral (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any

action, which would affect the validity or enforcement of the rights of Agent under this Security Agreement.

4. **New Patents, Trademarks, and Licenses**. Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Schedules "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications for any of the foregoing (excluding trademarks) now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Security Agreement by amending **Schedule "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, service marks, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Assignor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent 's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term**. Assignor hereby agrees that the use by Agent of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Agent to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations has been paid in full and the Loan Agreement is terminated.

6. **Disposition of Collateral**. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Agent (which such consent shall not be unreasonably denied or delayed); (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Agent's express written consent (which such consent shall not be unreasonably denied or delayed); and (d) to provide Agent, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination**. This Security Agreement is made for collateral assignment purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Agent shall execute and deliver to Assignor a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

8. **Duties of Assignor**. Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the

Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Agent.

9. **Event of Default.** Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of Assignor, and in addition to all other rights and remedies available to Agent, immediately record all assignments previously executed and delivered to Agent by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Assignor hereby authorizes and agrees that Agent may, through the power of attorney granted in **Section 14** hereof and any Special Power of Attorney executed by Assignor in favor of Agent, upon the occurrence of an Event of Default, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Agent or any other person or entity selected by Agent.

10. **Agent's Right to Sue.** Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to

protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may also act under such power of attorney to take the actions referenced in **Section 4**. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits**. This Security Agreement shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns.

16. **Governing Law**. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles of such State.

17. **Counterparts; Electronic Execution**. This Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Security Agreement. Delivery of an executed counterpart of this Security Agreement by facsimile or by electronic transmission in "pdf" or other imaging format shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by facsimile or electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Security Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR:

CUISINE INNOVATIONS UNLIMITED, LLC

By:

Name: 
Ronald Rexroth

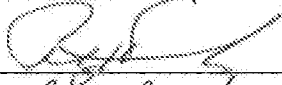
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005590 FRAME: 0142

AGENT:

MEDALLION BUSINESS CREDIT, a division
of Medallion Financial Corp.

By: 
Name: Paul J. Duraska
Title: SVP

SCHEDULE "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None

SCHEDULE "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None

SCHEDULE "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

None

SCHEDULE "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

	Mark	Registration No.	Registration Date
1	Ratner's	1025815	November 25, 1975
2	King Kold	1460256	October 6, 1987
3	Kaptain's Ketch	1338230	May 28, 1985
4	Hotcho Nacho	2548199	March 12, 2002
5	Katfish Kitties	2701138	March 25, 2003
6	Grabbers	2709910	April 22, 2003
7	Clamsters	2746443	August 5, 2003
8	Lollipop Shrimp	1915853	August 29, 1995
9	Lollipop Chicken	1921064	September 19, 1995
10	Neon Nuggets	2929327	March 1, 2005
11	Cohen's	2906489	November 30, 2004
12	Casino Chef	2910716	December 14, 2004
13	Cohen's Wilton	2697391	March 18, 2003
14	Restauranic	2607435	August 13, 2002
15	The Difference Is in the Details	2500812	October 23, 2001
16	When Your Reputation Depends on It	2534561	January 29, 2002
17	For Black Tie, Blue Jeans, or in Between	2534560	January 29, 2002
18	Casino Chef Hors D- Oeuvres	2238223	April 13, 1999
19	Cohen's Famous	2233462	March 23, 1999
20	Barney's	1278218	May 15, 1984
21	Barney's the Hors D'Oeuvre People	1239601	May 24, 1983

22	Barney's	1239600	May 24, 1983
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UNREGISTERED MARKS

Herb's Seafood
Herb's Specialty Foods New Wave Cuisine
Delicior
Cuisine Innovations
Simply Cuisine
Heimish Cuisine