

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIENA LENDING GROUP, LLC		07/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOURMET EXPRESS, LLC		
<b>Street Address:</b>	914 N. Main Street		
<b>City:</b>	McAllen		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78501		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4360159	GOURMET DINING	
<b>Registration Number:</b>	4598353	TRU EARTH	
<b>Registration Number:</b>	4598358	TRU EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6503520699		
<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>	650-352-0500		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Nina Habib Borders		
<b>Address Line 1:</b>	1510 Page Mill Road		
<b>Address Line 2:</b>	Reed Smith, LLP		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>NAME OF SUBMITTER:</b>	Nina Habib Borders		
<b>SIGNATURE:</b>	/Nina Habib Borders/		
<b>DATE SIGNED:</b>	08/21/2015		
<b>Total Attachments: 15</b>			
source=Re release of security interest in trademarks from Siena Lending Group to Gourmet Express LLC#page1.tif			
source=Re release of security interest in trademarks from Siena Lending Group to Gourmet Express LLC#page2.tif			

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**SCHEDULE A**  
**Released Intellectual Property**

**Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
GOURMET DINING	4360159	07/02/2013
TRU EARTH	4598353	09/02/2014
TRU EARTH	4598358	09/02/2014

**Patents**

None

PAYOFF LETTER

July 17, 2015

Gourmet Express, LLC, as Debtor and Debtor-in-Possession  
Gourmet Express Acquisition Fund, LLC, as Debtor and Debtor-in-Possession  
Gourmet Express Holdings, LLC, as Debtor and Debtor-in-Possession  
600 Green Drive  
Greenville, Kentucky 42345

Gentlemen:

Siena Lending Group LLC ("**Lender**"), pursuant to the Loan Agreement (as defined below), previously entered into financing arrangements with Gourmet Express, LLC ("**Borrower**"), Gourmet Express Acquisition Fund, LLC ("**Gourmet Acquisition**"), and Gourmet Express Holdings, LLC ("**Gourmet Express**" and together with Gourmet Acquisition and Borrower, individually and collectively, jointly and severally, the "**Loan Party Obligors**"), each as Debtor and Debtor-in-Possession.

In connection with such financing arrangements, Lender has made loans and advances (collectively, the "**Loans**") and provided other financial accommodations to the Loan Party Obligors as set forth in (1) the Amended and Restated Loan and Security Agreement dated December 3, 2014, by and among Lender and the Loan Party Obligors (as the same may have been amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**"), (2) Final Financing Order (A) Authorizing Debtors To Obtain Post-petition Financing And Grant Security Interests And Superpriority Administrative Expense Status Pursuant To 11 U.S.C. §§ 105 And 364(c); (B) Modifying The Automatic Stay Pursuant To 11 U.S.C § 362; (C) Authorizing Debtors to Enter Into Agreements With Siena Lending Group, LLC And Frozen Foods LLC; And (D) Authorizing Use Of Cash Collateral, dated May 6, 2015 (the "**Financing Order**"), and (3) all other agreements, documents and instruments referred to therein or at any time executed or delivered in connection therewith or related thereto (all of the foregoing, collectively with the Loan Agreement and the Financing Order, as each may have been amended, modified, supplemented, extended, renewed, restated or replaced, the "**Financing Agreements**"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement and the other Financing Agreements.

The Loan Party Obligors have informed Lender that, on the date hereof, all Obligations are being or shall have been indefeasibly paid in full other than the Continuing Obligations (as defined below).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Repayment.

(a) On the date hereof, Borrowers shall pay or cause to be paid to Lender by 3:00 p.m. (New York time), at the Loan Party Obligor's cost and expense, by federal funds wire transfer to the account specified in subsection (c) below, the amount of \$1,338,009.13 (the "**Payoff Amount**").

(b) The Payoff Amount consists of \$1,338,009.13 in respect of the Obligations (excluding Continuing Obligations) outstanding as of the date hereof (the "**Calculation Date**"), plus interest, fees, costs, expenses and other charges accrued thereon through the date hereof, and includes the proceeds of certain cash collateral pledged to Lender by each of Steven B. Sands, Martin S. Sand, Ervin Braun, and Genesis Merchant Partners, LP as security for the Obligations.

(c) In accordance with subsection (a) above, the Payoff Amount shall be sent to the following account:

Siena Lending Group LLC  
Bank: Wells Fargo Bank, N.A.  
ABA #: 121 000 248  
Account #: 4986311751  
Reference: Gourmet Express DIP

## 2. Releases.

(a) Subject to the satisfaction of the conditions set forth in Section 6 hereof, (i) the financing arrangements relating to the Loans between the Loan Party Obligor, on the one hand, and Lender, on the other hand, pursuant to the Financing Agreements are hereby terminated, cancelled and of no further force and effect and Lender releases, discharges and acquits the Loan Party Obligor from the Obligations owing to Lender under the Financing Agreements, which are hereby terminated, cancelled and of no further force and effect, except for those provisions of the Financing Agreements relating to the Continuing Obligations and those provisions of the Financing Agreements that by their terms survive the termination thereof, (ii) Lender shall have no further obligation to make any Loans or to provide any other financial accommodations, or have any other duties or responsibilities in connection with the Financing Agreements or the Financing Order, including, without limitation, any liability or obligation to pay or otherwise ensure funding of any Professional Fee Carve Out Obligations or other Carve Out Expenses (as defined in the Financing Order), and (iii) Lender terminates and releases any and all security interests in, liens upon, rights of setoff against and pledges of all properties and assets, including without limitation, all collateral of the Loan Party Obligor, heretofore granted, pledged, assigned to, or otherwise claimed by, Lender, whether personal, real or mixed, tangible or intangible, as collateral security for the Obligations evidenced by, or otherwise in connection with, any Financing Agreement. All of the rights, claims and interests granted to Lender under the Financing Order and the Financing Agreements shall remain in full force and effect with respect to all Continuing Obligations.

(b) Each Loan Party Obligor, on behalf of itself and its respective officers, directors, shareholders, agents and employees, and its and their successors, assigns, administrators and other legal representatives, including, without limitation, any receiver or

each as a “**Releasor**” and collectively as “**Releasors**”), hereby jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender and its officers, directors, shareholders, agents and employees, and its and their successors, assigns, administrators and other legal representatives (each a “**Releasee**” and collectively, “**Releasees**”) from all obligations to each Releasor and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, of every kind, nature or description, including without limitation, any so-called “lender liability” claims or defenses, whether in law or in equity, suspected or unsuspected, whether arising pre-petition or post-petition, that any Releasor at any time had or has, or that it or its successors and assigns hereafter can or may have against any Releasee; provided, that Releasees are not released from their obligations to Releasors under this Agreement.

(c) Each of the the Loan Party Obligors, on behalf of themselves and their Professionals, hereby (a) acknowledges, confirms, and agrees that, pursuant to the terms of Section 4.5 of the Financing Order, Lender is released from any obligation to pay or otherwise fund the Carve-Out Expenses and/or Professional Fee Carve Out and (b) releases and discharges each Releasee from (i) any and all liability, responsibility and/or obligation to hold, reserve for, or otherwise fund or ensure the funding of the Professional Fee Carve Out (as defined in the Financing Order) or any other Carve-Out Expenses and (ii) any obligation, responsibility or liability whatsoever to the Loan Party Obligors, any of the Professionals, or any other party to pay, fund or otherwise satisfy the fees and expenses of the Professionals.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein, the Loan Party Obligors hereby ratify and confirm their continuing liability to Lender for the indefeasible payment and satisfaction in full of any obligations arising under any provisions of the Financing Agreements which expressly survives payment in full of the Obligations or the termination of such agreements (including, without limitation, Section 6.3 of the Loan Agreement), and all indemnification obligations pursuant to the Financing Agreements (as in effect immediately prior to the effectiveness hereof) or this Agreement, including, without limitation, the obligation of the Loan Party Obligors to indemnify and hold Lender harmless as set forth in the Financing Agreements (including, without limitation, Section 6.3 of the Loan Agreement) (collectively, the “**Continuing Obligations**”).

4. Indemnification for Returned Items and Related Expenses. The Loan Party Obligors agree to indemnify Lender from any and all loss, cost, damage or expense (including reasonable attorneys’ fees and legal expenses) which Lender may suffer or incur at any time as a result of: (i) any non payment, claim, refund or dishonor of any checks or other similar items which have been credited by Lender to the account of any Loan Party Obligor with Lender and (ii) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Lender hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto, except to the extent such amounts resulted from Lender’s gross negligence or willful misconduct.

5. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Lender reserves all of its rights in and to any checks or similar instruments for payment of money received by Lender on or before the Calculation Date in connection with their

arrangements with Loan Party Obligors, and all of their rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

6. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender from or for the account of Loan Party Obligors is avoided, rescinded, set aside or must otherwise be returned or repaid by Lender, whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Loan Party Obligors or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Loan Party Obligors and their successors or assigns. In such event, Loan Party Obligors shall be and remain liable to Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender.

7. Conditions Precedent. The effectiveness of this Agreement is subject to and conditioned upon the receipt by Lender of (a) cash or other immediately available funds in the amounts equal to the Payoff Amount and (b) an original (or faxed or electronic copy) of this Agreement duly executed by the parties hereto.

8. Further Assurances. At the request of Loan Party Obligors, at the Loan Party Obligors' expense, Lender agrees to execute and deliver such documents and instruments, in each instance acceptable to Lender, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby, including, without limitation, any additional releases and/or termination statements and such other and further documents, instruments and agreements reasonably requested by the Loan Party Obligors (including, without limitation, notices of termination of any account control agreement and/or short-form releases of intellectual property security agreements). Further, Lender hereby authorizes the Loan Party Obligors, their attorney, and any other Person designated by the Loan Party Obligors to execute, deliver and/or file any lien releases, mortgage releases, assignments, terminations, discharges of security interests, pledges and guarantees and other similar discharge or release documents as are necessary to release, as of record, the security interests and all notices of security interests and liens previously filed by the Lender pursuant to the Financing Agreements and to the extent such security interests and liens secure the Obligations, including the UCC-3 termination statements attached hereto as Exhibit A.

9. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

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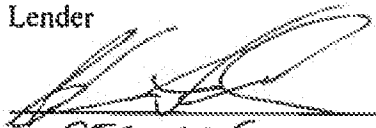
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

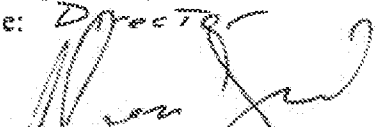
[SIGNATURE PAGE FOLLOWS]



Very truly yours,

SIENA LENDING GROUP LLC,  
as Lender

By:   
Name: STEVEN SAWICKI  
Title: Director

By:   
Name: [Name]  
Title: VP

ACKNOWLEDGED, ACCEPTED AND AGREED:

**LOAN PARTY OBLIGORS**

GOURMET EXPRESS, LLC,  
as Debtor and Debtor-in-Possession

GOURMET EXPRESS ACQUISITION  
FUND, LLC,  
as Debtor and Debtor-in-Possession

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

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

GOURMET EXPRESS HOLDINGS, LLC,  
as Debtor and Debtor-in-Possession

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

Very truly yours,

SIENA LENDING GROUP LLC,  
as Lender

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

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

ACKNOWLEDGED, ACCEPTED AND AGREED:

**LOAN PARTY OBLIGORS**

GOURMET EXPRESS, LLC,  
as Debtor and Debtor-in-Possession

By: Lester L. Good  
Name: LESTER L. GOOD  
Title: ACTING CFO

GOURMET EXPRESS ACQUISITION  
FUND, LLC,  
as Debtor and Debtor-in-Possession

By: Lester L. Good  
Name: LESTER L. GOOD  
Title: ACTING CFO

GOURMET EXPRESS HOLDINGS, LLC,  
as Debtor and Debtor-in-Possession

By: Lester L. Good  
Name: LESTER L. GOOD  
Title: ACTING CFO

UCC-3 Termination Statements

See attached

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 18191 - OTTERBOURG	
<div style="border: 1px solid black; padding: 5px;">           CT Lien Solutions            P.O. Box 29071            Glendale, CA 91209-9071         </div>	<b>MDMD</b>

File with: Dept of Assessments/Taxation, MD

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 0000000181515077 11/19/2014 SS MD	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	---

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME GOURMET EXPRESS ACQUISITION FUND, LLC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
	7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SIENA LENDING GROUP LLC				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:** Debtor Name: GOURMET EXPRESS ACQUISITION FUND, LLC  
 59010649 22390.0004

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
 0000000181515077 11/19/2014 SS MD

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME SIENA LENDING GROUP LLC	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME GOURMET EXPRESS ACQUISITION FUND, LLC				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:  
 GOURMET EXPRESS ACQUISITION FUND, LLC - 600 Greene Drive , Greenville, KY 42345

Secured Party Name and Address:  
 SIENA LENDING GROUP LLC - 1177 Summer Street , Stamford, CT 06905

<p>15. This FINANCING STATEMENT AMENDMENT:  <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate:</p>
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18. MISCELLANEOUS: 59010649-MD-0 18191 - OTTERBOURG P.C. - Co SIENA LENDING GROUP LLC File with: Dept of Assessments/Taxation, MD 22390.0004

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 18191 - OTTERBOURG	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	MDMD

File with: Dept of Assessments/Taxation, MD

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 0000000181515078 11/19/2014 SS MD	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	---

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b; and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME GOURMET EXPRESS HOLDINGS, LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SIENA LENDING GROUP LLC			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: GOURMET EXPRESS HOLDINGS, LLC  
59010692 22390.0004

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
 0000000181515078 11/19/2014 SS MD

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form:

12a. ORGANIZATION'S NAME SIENA LENDING GROUP LLC	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME GOURMET EXPRESS HOLDINGS, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:  
 GOURMET EXPRESS HOLDINGS, LLC - 600 Greene Drive , Greenville, KY 42345

Secured Party Name and Address:  
 SIENA LENDING GROUP LLC - 1177 Summer Street , Stamford, CT 06905

<p>15. This FINANCING STATEMENT AMENDMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate:</p>
---	--

18. MISCELLANEOUS: 59010692-MD-0 18191 - OTTERBOURG P.C. - Co SIENA LENDING GROUP LLC File with: Dept of Assessments/Taxation, MD 22390 0064

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 18191 - OTTERBOURG	
<input type="checkbox"/> CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	TXX
File with: Secretary of State, TX	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
140036529383 11/18/2014 SS TX

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 8 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:  Debtor or  Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME GOURMET EXPRESS, LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME SIENA LENDING GROUP LLC			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: GOURMET EXPRESS, LLC  
59010733 22390.0004