

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352285

<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>
Kettle Cuisine, LLC		08/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	chartered bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85798432	THE SOUP PROJECT	
<b>Serial Number:</b>	85196609	KETTLE CUISINE	
<b>Serial Number:</b>	77677831	EAT SOUP. FEEL GOOD.	
<b>Serial Number:</b>	77677820	KETTLE CUISINE	
<b>Serial Number:</b>	77677809	KETTLE CUISINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	3630.194		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	08/21/2015		

OP \$140.00 85798432

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of August 21, 2015, by and between KETTLE CUISINE, LLC, a Delaware limited liability company ("Grantor"), and BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated August 21, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registration listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.
4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

KETTLE CUISINE, LLC,

By:   
Name: DANIEL HOPKIN  
Title: PRESIDENT

BMO HARRIS BANK, N.A.,  
as Administrative Agent,


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

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

KETTLE CUISINE, LLC,

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

BMO HARRIS BANK, N.A.,  
as Administrative Agent,

By:   
Name: JASON SWANSON  
Title: MANAGING DIRECTOR

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

**Trademark Registrations**

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registered</b>
United States	THE SOUP PROJECT	85798432	Registered
United States	KETTLE CUISINE	85196609	Registered
United States	EAT SOUP. FEEL GOOD.	77677831	Registered
United States	KETTLE CUISINE	77677820	Registered
United States	KETTLE CUISINE	77677809	Registration
Canada	KETTLE CUISINE	1500168	Registered

**Trademark Applications**

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registered</b>
Canada	KETTLE CUISINE	1508870	Application