

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355192

<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>
Saladworks, LLC		09/14/2015	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Administrative Agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>Internal Address:</b>	c/o Monroe Capital LLC		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86698301	SALADWORKS	
<b>Serial Number:</b>	86655055	AMERICA'S BEST SALADS	
<b>Registration Number:</b>	1693647	SALADWORKS	
<b>Registration Number:</b>	2758423	SALADWORKS	
<b>Registration Number:</b>	2758424		
<b>Registration Number:</b>	3217207	THE ORIGINAL SALAD TOSSERS	
<b>Registration Number:</b>	3636431	FANATIC'LY FRESH	
<b>Registration Number:</b>	3613719	FOCACCIA FUSION	
<b>Registration Number:</b>	3832507		
<b>Registration Number:</b>	3637100	AMERICA'S BEST SALADS	
<b>Registration Number:</b>	3975148	YOU CREATE IT ... WE MAKE IT	
<b>Registration Number:</b>	4135914	TRUE NUTRITION	
<b>Registration Number:</b>	4106061	SALADWAY	
<b>Registration Number:</b>	3900506	FRESHCART	
<b>Registration Number:</b>	4411158	SPRINGFIT	
<b>Registration Number:</b>	4611623	AMERICA'S FAVORITE SALADS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$415.00 86698301

**Fax Number:** 3124996701

***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.***

**Phone:** (312) 499-6700

**Email:** tapatterson@duanemorris.com

**Correspondent Name:** Brian P. Kerwin

**Address Line 1:** 190 South LaSalle Street, Suite 3700

**Address Line 2:** Duane Morris LLP

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	F6270-00013
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<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin
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<b>SIGNATURE:</b>	/Brian P. Kerwin/
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<b>DATE SIGNED:</b>	09/16/2015
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of September 14, 2015, is made by and between Saladworks, LLC, an Illinois limited liability company (“**Grantor**”), in favor of Monroe Capital Management Advisors, LLC, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and all of the other financial institutions from time to time party to the Credit Agreement identified below (collectively, the “**Lenders**”).

### RECITALS:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Grantor, Restaurant Co., LLC, a Delaware limited liability company, Administrative Agent and the Lenders, the Lenders have agreed to make certain Loans to Grantor.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the Guaranty and Collateral Agreement (as defined therein) and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Copyrights,” “Intellectual Property,” “Intellectual Property Licenses,” “Paid in Full,” “Patents,” “Secured Obligations” and “Trademarks.”

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Secured Obligations, Grantor hereby grants to and in favor of Administrative Agent (for the benefit of Lenders and Administrative Agent) a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the “USPTO”) on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “Lanham Act”) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of

the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act .

3. Representation and Warranty. Grantor hereby represents and warrants to Administrative Agent that Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Grantor in its own name and all material Intellectual Property Licenses (other than Franchise Related Agreements) to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Administrative Agent, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall comply (without limitation) with Section 5.7(f) of the Guaranty and Collateral Agreement (and the notice requirement set forth therein). Each Grantor hereby authorizes Administrative Agent to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Grantor's sole cost). Upon Administrative Agent's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Administrative Agent's interest (for the benefit of Lenders and Agents) in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. If any provision of this IP Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Administrative Agent with the USPTO and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

7. Modification. This IP 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 Grantor and Administrative Agent.

8. Cumulative Remedies. All of Administrative Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Guaranty and Collateral Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, Grantor shall not assign this IP Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Administrative Agent.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles that would require the application of any other laws.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

**SALADWORKS, LLC,**  
an Illinois limited liability company

By: 

Name: Richard Palladino

Title: Secretary and Treasurer

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005623 FRAME: 0985**

**Agreed and Accepted:**

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC,**  
as Administrative Agent

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

Name: Jeffrey Cupples

Title: Director

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005623 FRAME: 0986**

EXHIBIT A

<b>TRADEMARK</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Saladworks new logo	86698301	07/20/15			Saladworks, LLC
America's Best Salads	86655055	06/08/15			Saladworks, LLC
Saladworks	74/085645	08/07/90	1,693,647	06/09/92	Saladworks, LLC
Saladworks w/design	76/428510	07/08/02	2,758,423	09/02/03	Saladworks, LLC
3 Carrot design	76/428511	07/08/02	2,758,424	09/02/03	Saladworks, LLC
The Original Salad Tossers	78/730097	10/10/05	3,217,207	03/13/07	Saladworks, LLC
Fanatic'ly Fresh	77/430584	03/25/08	3,636,431	06/09/09	Saladworks, LLC
Focaccia Fusion	77/509916	06/27/08	3,613,719	04/28/09	Saladworks, LLC
Carrot Car logo	77/580927	09/29/08	3,832,507	08/10/10	Saladworks, LLC
America's Best Salads	77/645912	01/08/09	3,637,100	06/09/09	Saladworks, LLC
You Create It...We Make It	77/781486	07/15/09	3,975,148	06/07/11	Saladworks, LLC
True Nutrition	77/911200	01/13/10	4,135,914	05/01/12	Saladworks, LLC
Saladway	77/911882	01/14/10	4,106,061	02/28/12	Saladworks, LLC
Freshcart	85/045098	05/21/10	3,900,506	01/04/11	Saladworks, LLC
Springfit	85/880316	03/19/13	4,411,158	10/01/13	Saladworks, LLC
America's Favorite Salads	86/261488	04/24/14	4,611,623	09/23/14	Saladworks, LLC