

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85558790	PREMO	
Serial Number:	85558771	P PREMO BRAND	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0000		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	10/06/2015		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Collateral Agent**”).

RECITALS:

WHEREAS, EDS Manufacturing LLC, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of October 7, 2014 and filed with the United States Patent and Trademark Office on October 7, 2014, at Reel 5377, Frame 0001.

EXHIBIT B

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>		<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
EDS LLC	Manufacturing	EASTSIDE DELI	M03496	4-24-2002
EDS LLC	Manufacturing	GRABBERS (and LOGO)	M05885	4-6-2005
EDS LLC	Manufacturing	GRAB FRESH	M08986	6-8-2006
EDS LLC	Manufacturing	FRESH GRAB (and LOGO)	M08988	6-8-2006
EDS LLC	Manufacturing	PREMO BRAND	M08365	3-24-2008
EDS LLC	Manufacturing	PREMO	85/558,790* Opposition no. 91206407 filed 7-30- 2012 by Premio Foods, Inc., pending at Trademark Trial and Appeal Board	3-2-2012
EDS LLC	Manufacturing	P PREMO BRAND (LOGO)	85/558,771* Opposition no. 91217606 filed 7-28- 14 by Premio Foods, Inc., pending at Trademark Trial and Appeal Board	3-2-2012

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

Assignment of Intellectual Property Security Agreement