

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358503

<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>
JULIAN'S RECIPE, LLC		10/13/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT BANK, N.A.		
<b>Street Address:</b>	888 East Walnut Street		
<b>Internal Address:</b>	HQ-05-01		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4286965	CAMILLA'S KITCHEN	
<b>Registration Number:</b>	3960084	NO SYRUP REQUIRED	
<b>Registration Number:</b>	4053572	A FAMILY OF GREAT FOOD	
<b>Registration Number:</b>	4013302	JULIAN'S RECIPE	
<b>Registration Number:</b>	4102802	JULIAN'S RECIPE	
<b>Serial Number:</b>	86042058	WAFFLE THINS	
<b>Serial Number:</b>	85467356	CAMILLA'S KITCHEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3107884471		
<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>	310-788-4442		
<b>Email:</b>	vickie.lee@kattenlaw.com		
<b>Correspondent Name:</b>	Vickie Lee c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	2029 Century Park East		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	387253.00003		

CH \$190.00 4286965

<b>NAME OF SUBMITTER:</b>	Vickie Lee
<b>SIGNATURE:</b>	/Vickie Lee/
<b>DATE SIGNED:</b>	10/13/2015
<b>Total Attachments: 4</b> source=Trademark Security Agreement Executed#page1.tif source=Trademark Security Agreement Executed#page2.tif source=Trademark Security Agreement Executed#page3.tif source=Trademark Security Agreement Executed#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by JULIAN'S RECIPE, LLC, a New York limited liability company (the "Grantor"), in favor of CIT BANK, N.A. (the "Lender"). Reference is hereby made to that certain Credit Agreement dated as of October 13, 2015 between the Grantor (in such capacity, the "Borrower") and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

The Lender has agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lender to make its extension of credit to the Borrower under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement, dated as of October 13, 2015 in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender a security interest in, all of Grantor's right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*").

SECTION 3. *Security Agreement.* The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademarks are more fully set forth in the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

JULIAN'S RECIPE, LLC, a New York  
limited liability company

By:   
Name: Matthew L. Amigh  
Title: Chief Financial Officer

Trademark Security Agreement

**Schedule I**

<b>Mark</b>	<b>Status</b>	<b>Serial No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
CAMILLA'S KITCHEN	Registered	4286965	2-5-13
NO SYRUP REQUIRED	Registered	3960084	5-10-11
A FAMILY OF GREAT FOOD	Registered	4053572	11-8-11
JULIAN'S RECIPE	Registered	4013302	8-16-11
JULIAN'S RECIPE	Registered	4102802	2-21-12
WAFFLE THINS	Published (Pending) – Intent to Use	86042058	8-19-13
CAMILLA'S KITCHEN	Abandoned – Intent to Use	85467356	11-8-11